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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Final and Binding

Arbitration Between

THE RACINE EDUCATION ASSOCIATION

and

THE RACINE UNIFIED SCHOOL DISTRICT

AWARD

Case No. XLIX No. 25158

MED/ARB-514

Decision No. 17527-A

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In the Matter of Final and Binding	:	
Arbitration Between	:	AWARD
THE RACINE EDUCATION ASSOCIATION	:	Case No. XLIX No. 25158
and	:	MED/ARB-514
THE RACINE UNIFIED SCHOOL DISTRICT	:	

I. HEARINGS. Hearings in the above entitled matter were held on April 15 and 16, 1980, beginning at 1 p.m. on both days at the offices of the Racine Unified School District, 2262 Northwestern Ave., Racine, Wisconsin.

II. APPEARANCES.

RICHARD PERRY, Attorney, PERRY, FIRST, REIHER AND LERNER, S.C.
appeared on behalf of the Racine Education Association.

JACK D. WALKER, Attorney, MELLI, SHIELDS, WALKERS & PEASE, S.C.
appeared on behalf of the Racine Unified School District

III. NATURE OF THE PROCEEDINGS. This is a matter of final and binding final offer arbitration under Section 111.70 of the Municipal Employment Relations Act of Wisconsin between the Racine Education Association and the Racine Unified School District. The Association petitioned the Wisconsin Employment Relations Commission on September 25, 1979, alleging that an impasse existed between it and the District in seeking a new collective bargaining agreement that expired on August 25, 1979. The Commission on January 3, 1980, found that such an impasse did indeed exist within the meaning of Section 111.70 (4) (cm) 6, certified that conditions precedent to the initiation of mediation-arbitration as required by the section were met, and ordered mediation-arbitration be initiated for the purposes of resolving the impasse. The parties having selected Frank P. Zeidler of Milwaukee as mediator-arbitrator, he was appointed by the Commission on January 18, 1980. Mediation of the issues took place on March 4 and 5, 1980, at which time two of 18 titled issues were settled. The remaining issues then went to arbitration.

IV. FINAL OFFERS. The final offers of the parties are placed in juxtaposition to each other with respect to proposed changes in specific sections.

A. ISSUE: MAINTENANCE OF STANDARDS (Issue I)

1. Association Proposal:

a. Delete Article III, Section 7

b. Add the following:

Article XXII, Section 1,

Maintenance of Standards:

1. All conditions of employment, including teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards existing during the 1977-79 Agreement, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

2. All existing Board policies which have an impact on wages, hours, and/or conditions of employment as of the execution of this Agreement shall be deemed to be incorporated herein by reference.

3. To the extent that any existing Board policy which has an impact on wages, hours, and/or conditions of employment is in conflict with any provision of this Agreement, it shall be deemed amended to comply with the provision of this Agreement. The Board shall promptly take the necessary action to amend such policies to conform with the provisions of this Agreement.

4. In the event the Board wishes to modify, amend or create any new Board policy which has an impact on wages, hours and/or conditions of employment, it shall notify the Association of its proposed amendment, modification or new policy. The parties shall, through their representatives, promptly meet to negotiate in good faith concerning such proposed modification, amendment or new Board policy. No such modification, amendment or new Board policy shall be instituted or implemented until there has been good faith negotiations -- as provided in Wisconsin Statute 111.70 -- which leads to an agreement or a binding arbitration decision concerning such proposed modification, amendment or new Board policy.

2. District Proposal:

Retain the following language of Article III, Section 7:

The Superintendent of Schools or his/her designee will meet with representatives of the Association to hear them express the Association's views before the Board makes a change in policy that has a substantial effect on the wages, hours, or conditions of employment of teachers.

B. STAFF UTILIZATION & WORKING CONDITIONS (Issue II A and B)

1. Association Proposal:

(Issue II A) Article VIII, Section c. and d. to read:

c. The foregoing standards are subject to modification for educational organization or specialized or experimental instruction, which shall not violate the intent set forth in Article VIII, 1, a. and b. In elementary schools, the principal working with the teacher staff, shall determine the staffing pattern and staff utilization of the school within the Board's teacher-student ratio policy; so long as students receive the instruction time designated by the Board, the principal, working with the teaching staff, may utilize staffing patterns so as to provide a minimum of 140 minutes per week individual teacher preparation time and/or aides to assist teachers in or to assume supervisory duties.

d. The Board shall for the purpose of increasing preparing time for elementary teachers, remove from the Board's elementary teacher-student ratio the following Full-Time Equivalency (FTE) teacher for the following Full-Time Equivalency student enrollment:

FTE Student School Enrollment	FTE Teacher Removed from Ratio
150 - 250	.4
251 - 350	.6
351 - 450	.8
451 - 550	1.0
551 - 650	1.2
651 - 750	1.4
751 - 800	1.6

2. District Proposal:

Article VIII, Section 1, c. and d. to read as follows:

c. The foregoing standards are subject to modification for educational organization or specialized or experimental instruction, which shall not violate the intent set forth in Article VIII, 1., a. and b. In elementary schools, the principal working with the teaching staff, shall determine the staffing pattern and staff utilization of the school within the Board's teacher-student ratio policy; so long as students receive the instructional time designated by the Board, the principal, working with the teaching staff, may utilize staffing patterns so as to provide a minimum of 140 minutes per week (effective 1979-80 -- 1981-82 school years) individual teacher preparation time and/or aides to assist teachers in or to assume supervisory duties.

d. During the 1979-80 -- 1981-82 school years, the Board shall for the purpose of increasing preparing time for elementary teachers, remove from the Board's elementary teacher-student ratio the following Full-Time Equivalency (FTE) teacher for the following Full-Time Equivalency student enrollment:

FTE Student School Enrollment	FTE Teacher Removed from Ratio
150 - 250	.4
251 - 350	.6
351 - 450	.8
451 - 550	1.0
551 - 650	1.2
651 - 750	1.4
751 - 800	1.6

B. (Continued) MILEAGE (Issue II B)

1. Association Proposal:

Article VIII, Section 8 to read as follows:

8. a. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teachers shall be required, without consent to engage in inter-school travel of more than twenty-five (25) miles per day. Such teachers shall be notified of any changes in their schedules at least ten (10) school days prior to the proposed change.

b. Teachers who may be requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twenty (20) cents per mile for all driving done between schools.

c. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide adequate liability insurance protection for teachers when their personal automobiles are used as provided in this section. The terms of the liability insurance shall be negotiated between the Board and Association and the agreement shall be made a part of this contract.

2. District Proposal:

Article VIII, Section 8 to read as follows:

8. Reimbursements shall be made to itinerant professionals traveling between one school and another during the school day at the rate allowed for the Internal Revenue Service for personal automobile use for business purposes.

C. PLACEMENT ON THE SALARY SCHEDULE (Issue III)

1. Association Proposal:

Article IX, Section 3 to read:

Teachers who have not been previously issued an individual teacher's contract and who are newly employed are placed on the "Basic Salary Schedule for Teachers".

a. Each teacher shall receive full experience for up to three years' experience.

b. The Board shall establish the step placement of teachers with more than three years' experience.

c. In no instance shall placement exceed the teacher's total years of experience.

d. Upon satisfactory completion of a three year probationary period, the teacher shall be placed on the appropriate step commensurate with previous experience.

2. District Proposal:

Article IX, Section 3 to read:

3. Teachers who have not been previously issued an individual teacher's contract and who are newly employed are placed on the "Basic Salary Schedule for Teachers".

a. Each teacher shall receive full experience for up to three year's experience.

b. The Board shall establish the step placement of teachers with more than three years' experience.

c. In no instance shall placement exceed the teacher's total years of experience, unless the Personnel Department determines in January of any year that it is having difficulties recruiting personnel in specific subject areas; in case of such determination, the Personnel Department may specify the subject areas in which it is having difficulty in recruiting personnel and may thereafter, until the following December 31, grant teachers hired in those areas up to two steps above their normal eligible step placement, which shall not extend above Step 14 on the "Basic Salary Schedule for Teachers".

d. Upon satisfactory completion of a three year probationary period, the teacher shall be placed on the appropriate step commensurate with previous experience.

D. CALENDAR (Issue IV)

1. Association Proposal:

Article XI, Section 3 to read:

SCHOOL YEAR

RFA

The 1979-80 School Calendar shall consist of the number and placement of teaching days as indicated in the following calendar:

--August & September--

Week	M	T	W	T	F
1.	27 3	28 4	29 5	30 6	31 7
2.	10	11	12	13	14
3.	17	18	19	20	21
4.	24	25	26	27	28

-----February-----

Week	M	T	W	T	F
22.	4	5	6	7	8
23.	11	12	13	14	15
24.	18	19	20	21	22
25.	25	26	27	28	29

-----October-----

5.	1	2	3	4	5
6.	8	9	10	11	12
7.	15	16	17	18	19
8.	22	23	24	25	26
9.	29	30	31		

-----March-----

26.	3	4	5	6	7
27.	10	11	12	13	14
28.	17	18	19	20	21
29.	24	25	26	27	28
30.	31				

-----November-----

10.	5	6	7	8	9
11.	12	13	14	15	16
12.	19	20	21	22	23
13.	26	27	28	29	30

-----April-----

31.	7	8	9	10	11
32.	14	15	16	17	18
33.	21	22	23	24	25
	28	29	30		

-----December-----

14.	3	4	5	6	7
15.	10	11	12	13	14
16.	17	18	19	20	21
	24	25	26	27	28
	31				

-----May-----

34.	5	6	7	8	9
35.	12	13	14	15	16
36.	19	20	21	22	23
37.	26	27	28	29	30

-----January-----

17.		1	2	3	4
18.	7	8	9	10	11
19.	14	15	16	17	18
20.	21	22	23	24	25
21.	28	29	30	31	

-----June-----

38.	2	3	4	5	6
39.	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

1979-80 SCHOOL CALENDAR

RFA

August 30,31, 1979
(Contract)

Teachers Report

September 3, 1979
(Non-contract*)

Labor Day

September 4, 1979

Instruction Begins

October 25, 26, 1979
(Non-contract*)

WEAC Convention

November 22, 23, 1979
(Non-contract*)

Thanksgiving Recess

December 24, 1979 - January 2, 1980
(Non-contract*)

Christmas Recess

January 24, 1980

End of First Semester

January 25, 1980
(Non-contract*)

Records Day (Records must be in by
3 p.m. January 25, 1980)

February 29, 1980
(Contract)

Institute Day. (as scheduled by D

April 4 - 11, 1980
(Non-contract*)

Spring Recess

May 26, 1980
(Non-contract*)

Memorial Day

June 10, 1980

End of Second Semester

June 11, 1980
(Non-contract*)

Records Day (Records must be in by
3 p.m. June 11, 1980)



Holiday



Teacher Day Only



*Non-contract Days. Schools open, but teachers are not
required to report.

Teachers will be obligated to be present at places assigned by
the Superintendent of Schools or the administrative staff from
8:00 a.m. to 3:30 p.m., exclusive of a 30 minutes duty-free
lunch, during the days listed as "Teachers Report".

XI. SCHOOL YEAR

- 8 -

1. The school year shall consist of the number and placement of teaching days as indicated in the following school calendar:

a. 1979-80 School Calendar:

... August & September ...

M	T	W	T	F
20	21	22	23	24
27	28	29	30	31
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

..... February

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

..... October

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	WEAC	WEAC
29	30	31		

..... March

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

..... November

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

..... April

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

..... December

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

..... May

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

..... January

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

..... June

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				




Calendars for 1979-80
1980-81 in Dispute
1981-82

WTP
10/19/99

1979-80

School Calendar

August 28, 29	New Teachers Report
August 30, 31	Returning Teachers Report
September 3	Labor Day
October 25, 26 [adjusted as necessary]	Fall Recess
November 22, 23	Thanksgiving Recess
December 24 - January 2	Winter Recess
January 25	Records Day - End of 1st Semester
February 22	Institute Day *
April 4 - 11	Spring Recess
May 26	Memorial Day
June 11	Records Day: End of 2nd Semester (May be adjusted to Contingent School Day)
June 12, 13, 16	Contingent School Days

-  Holiday
-  Teacher Day Only
-  Contingent School Days

1)* The Board or its designee may reschedule Institute Day to different dates or may reschedule it for segments of days after considering a recommendation from the Board's District Inservice Committee, so long as it exists.

- 2) Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 3:30 p.m., exclusive of a 30 minute duty-free lunch, during the days listed as "New Teachers Report" and "Returning Teachers Report" and "Institute Day."

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1.b. 1980-81 School Calendar

... August & September ...

M	T	W	T	F
18	19	20	21	22
25	26	27	28	29
<div>1</div>	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

***** 1390130 *****

27	28	29	WEAC	WEAC*
20	21	22	23	24
13	14	15	16	17
6	7	8	9	10
		1	2	3

..... November

24	25	26	27	28
17	18	19	20	21
10	11	12	13	14
3	4	5	6	7

..... December

26	27	28	29	30
19	20	21	22	23
12	13	14	15	16
5	6	7	8	9
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

..... January

Easter Sunday - April 19/

* WEAC (adjusted as necessary to conform to actual dates)

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JLM

..... February

M	2	3	4	5	6
T	9	10	11	12	13
W	16	17	18	19	20
T	23	24	25	26	27

..... Match

30	31		
23	24	25	26
16	17	18	19
9	10	11	12
2	3	4	5
			6
			13
			20
			27

..... April

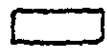


27	28	29	30
20	21	22	23
13	14	15	16
6	7	8	9
		1	2
			3
			10
			17
			24

..... ΔΕΝ

29	30	26	27	28	29
22	23	19	20	21	22
15	16	18	19	20	21
8	9	10	11	12	13
1	2	3	4	5	6
25	26	27	28	29	30

School Calendar

August 26, 27	New Teachers Report
August 28, 29	Returning Teachers Report
September 1	Labor Day
October 30, 31	WEAC Convention
November 27, 28	Thanksgiving Recess
December 24 - January 2	Christmas Recess
January 23	Records Day - End of 1st Semester
February 20	Institute Day*
<u>March 13</u>	<u>Winter Break</u>
April 17 - 24	Spring Recess
May 25	Memorial Day
June 11	Records Day: End of 2nd Semester (May be adjusted to Contingent School D
June 12, 15, 16	Contingent School Days

-  Holiday
-  Teacher Day Only
-  Contingent School Days

1)* The Board or its designee may reschedule Institute Day to different dates or may reschedule it for segments of days after considering a recommendation from the Board's District Inservice Committee, so long as it exists.

- 2) Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 3:30 p.m., exclusive of a 30 minute duty-free lunch, during the days listed as "New Teachers Report" and "Returning Teachers Report" and "Institute Day."

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1981-82 Calendar

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1.c. 1981-82 School Calendar

... August & September ...

M	T	W	T	F
17	18	19	20	21
24	25	26	27	28
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

... October ...

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	WEAC	WEAC*

... November ...

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

... December ...

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

... January ...

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

... February ...

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

... March ...

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

... April ...

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

... May ...

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

... June ...

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		




/Easter Sunday - April 11/

* WEAC (adjusted as necessary to conform to actual dates)

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School Calendar

August 25, 26	New Teachers Report
August 27, 28	Returning Teachers Report
September 7	Labor Day
October 29, 40	WEAC Convention
November 26, 27	Thanksgiving Recess
December 24 - January 1	Christmas Recess
January 22	Records Day - End of 1st Semester
February 19	Institute Day *
<u>March 12</u>	<u>Winter Break</u>
April 9 - 16	Spring Recess
May 31	Memorial Day
June 9	Records Day: End of 2nd Semester (May be adjusted to Contingent School Days)
June 10, 11, 14	Contingent School Days

-  Holiday
-  Teacher Day Only
-  Contingent School Days

1)* The Board or its designee may reschedule Institute Day to different dates or may reschedule it for segments of days after considering a recommendation from the Board's District Inservice Committee, so long as it exists.

- 2) Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 3:30 p.m., exclusive of a 30 minute duty-free lunch, during the days listed as "New Teachers Report" and "Returning Teachers Report" and "Institute Day."

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District Proposal

10/19/79
WTP Art. XI

b. Three (3) week days circled in the school calendar immediately following the last day of the regular school year are contingent school days which the Superintendent of Schools shall schedule as make-up days without additional pay in the event schools are closed due to emergencies, acts of God, or inclement weather.

E. SALARY SCHEDULE (Issue V)

1. Association Proposal:

Article XII to contain the following:

R.F.A.

Basic Salary Schedule for the Association
Base Salary \$11,000

STEP	2	YEAR	3	YEAR	B. ARTS	B.A.+12	E.A.+24	M. ARTS	M.A.+12	M.
1.0		8929		9270	11036	11367	11638	12140	12471	
1.5		9005		9456	11157	11594	11932	12352	12730	
2.0		9122		9641	11277	11822	12156	12527	12900	
2.5		9250		9826	11398	12049	12400	12868	13219	
3.0		9385		10012	11519	12276	12634	13111	13469	
3.5		9577		10371	11647	12517	13087	13581	13952	
4.0		10219		10730	12774	13157	13541	14052	14435	
4.5		10396		10916	12995	13385	13804	14325	14713	
5.0		10572		11101	13215	13612	14067	14598	14993	
5.5		10749		11297	13436	13839	14330	14871	15277	
6.0		10926		11472	13657	14067	14593	15144	15557	
6.5		11102		11657	13878	14294	14857	15417	15828	
7.0		11279		11843	14098	14521	15120	15690	16113	
7.5		11455		12028	14319	14749	15383	15964	16399	
8.0		11632		12214	14540	14976	15646	16237	16680	
8.5		11809		12399	14761	15203	15880	16503	17241	
9.0		11985		12584	14981	15431	16114	17329	17902	
9.5		12162		12770	15202	15658	16343	17602	18114	
10.0		12337		12955	15423	15885	16582	17876	18325	
10.5		12515		13141	15644	16113	16816	18149	18737	
11.0		12691		13326	15864	16340	17050	18422	19049	
11.5		12868		13511	16085	16568	17284	18695	19361	
12.0		13045		13697	16306	16795	17518	18968	19672	
12.5		13221		13882	16526	17022	17752	19241	19904	
13.0		13398		14068	16747	17250	17986	19514	20296	
13.5					16968	17477	18220	19788	20608	
14.0					17189	17704	18454	20061	20920	

2. District Proposal:

Article XII to contain the following:

District Proposal

W.T.P. 10/19/79 Article XII

PROFESSIONAL COMPENSATION

1. The professional compensation for teachers shall be as set forth in "Basic Salary Schedule for Teachers."

BASIC SALARY SCHEDULE FOR TEACHERS								
Level of Preparation	II 2 Yr	III 3 Yr	IV BA	V BA+12	VI BA+24	VII MA	VIII MA+12	IX MA+24
Ratio	.80	.84	1.00	1.03	1.06	1.10	1.13	1.16
Step								
1	8720	9156	10900	11227	11554	11990	12317	12644
2	9069	9522	11336	11676	12016	12470	12810	13150
3	9418	9888	11772	12125	12478	12949	13302	13656
4	10093	10598	12617	12995	13374	13878	14257	14635
5	10442	10964	13053	13444	13894	14418	14811	15204
6	10791	11331	13489	13893	14414	14958	15365	15773
7	11140	11697	13925	14342	14934	15497	15920	16406
8	11489	12063	14361	14792	15453	16037	16474	17038
9	11837	12429	14797	15241	15916	17116	17583	18176
10	12186	12796	15233	15690	16378	17655	18198	18808
11	12535	13162	15669	16139	16840	18195	18814	19440
12	12884	13528	16105	16588	17302	18734	19430	20072
13	13233	13894	16541	17037	17764	19274	20046	20705
14	--	--	16977	17486	18226	19813	20662	21337

F. COST OF LIVING SUPPLEMENT (Issue VI)

1. Association Proposal:

Article XII, Section 2, d. to read:

d. Cost of Living Supplement: During the term of this Agreement, the District shall make a cost of living adjustment to teachers as a supplement to the basic salary schedule for teachers. Such adjustment shall be made on the first payday following the third week of each of the following months, or as soon thereafter as is practical: December, March, June, and September.

1) The amount of the supplement for teachers shall be computed as follows:

a) The percentage increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U, 1967=100) between the dates set forth below shall be multiplied by the teachers' individual contract salary based on his/her level and step on the Basic Salary Schedule for Teachers in the first month of each quarter. The sum of dollars so obtained shall be divided by (4) and the dollar amount shall be paid to the teacher as set forth in 2, d. above.

b) The dates referred to in paragraph a) above are

Q1 Earned between Sept. 1, 1979 & the end of Nov. 1979, paid at the end of Dec. 1979.

Q2 Earned between Sept. 1, 1979 & the end of Feb. 1980, paid at the end of March 1980.

Q3 Earned between Sept. 1, 1979 & the end of Aug. 1980, paid at the end of Sept. 1980.

2) In no event shall a decrease in the CPI-U cause the salary of teachers to fall below their level and step placement on the Basic Salary Schedule for Teachers.

3) Teachers whose employment with the Board commences or ends during a quarter or who begins a leave of absence without compensation shall receive a pro rata payment for that quarter based on the number of contract days worked in that quarter.

4) Only returning teachers and teachers who retire from teaching having attained the age of 62 by August 20, are eligible for the September cost of living payment.

2. District Proposal:

d. Cost of Living Supplement:

1) During the term of this Agreement, the District shall make a cost of living payment to teachers as a supplement to the Basic Salary Schedule for Teachers or Basic Salary Schedule for Psychologists.

2) The basis for computing cost of living payments shall be the Consumer Price Index for All Urban Consumers, 1967=100, ("CPI-U"). The benchmark for determining the amount of the cost of living payment shall be the August, 1979, CPI-U index number of 221.1.

3) Notwithstanding any other provisions of this Agreement, the cost of living payment made on October 5, 1979, shall be maintained in the manner in which it was paid and also shall not be affected by any other provisions of Art. XII, Sec. 2. d.

4) Effective with the quarter beginning September, 1979, the cost of living payments shall be computed as follows:

a) The percentage increase or decrease in the CPI-U index number up to, but not to exceed the CPI-U index numbers listed below, between September 1, 1979, and the dates also listed below shall be multiplied by 75% of the teacher's individual contract salary based on his/her level and step on the Basic Salary Schedule for Teachers in the first month of each quarter; the sum of dollars so obtained shall be divided by four (4) and the dollar amount so obtained shall be paid to the teacher on the first payday following the release of the CPI-U, if possible, or as soon thereafter as is practical:

Dates from which percentage increase in CPI-U is measured	Percentage increase computed up to CPI-U index number of
Q1 Sept. 1, 1979, & end of Nov. 1979	227.7 pts.
Q2 Sept. 1, 1979, & the end of Feb. 1980	234.4 pts.
Q3 Sept. 1, 1979, & the end of May 1980	241.0 pts.
Q4 Sept. 1, 1979, & the end of Aug. 1980	247.6 pts.
Q5 Sept. 1, 1979, & the end of Nov. 1980	254.3 pts.
Q6 Sept. 1, 1979, & the end of Feb. 1981	260.9 pts.
Q7 Sept. 1, 1979, & the end of May 1981	267.5 pts.
Q8 Sept. 1, 1979, & the end of Aug. 1981	274.2 pts.
Q9 Sept. 1, 1979, & the end of Nov. 1981	280.8 pts.
Q10 Sept. 1, 1979, & the end of Feb. 1982	287.4 pts.
Q11 Sept. 1, 1979, & the end of May 1982	294.1 pts.

b) A teacher whose employment with the Board commences in August of any year shall not be entitled to a cost of living payment based on the months of June, July and August of the year his/her employment with the Board commenced.

c) A teacher whose employment with the Board commences or ends during a quarter other than in August or who begins a leave of absence without compensation shall receive a pro rata payment for that quarter based on the number of contract days worked in that quarter.

5) Only returning teachers and teachers whose retirement as of Aug. 20 is at age 62 or later are eligible for the cost of living payment based on the months of June, July, and August.

6) In no event shall a decrease in CPI-U cause the salary of teachers to fall below their level and step placement on the Basic Salary Schedule for Teachers.

G. ASSIGNED EXTRA-DUTY RESPONSIBILITIES (Issue VII)

1. Association Proposal:

Article XII, Sec. 6 and 7 to read:

6. Teachers who satisfactorily perform assigned extra-duty responsibilities which are in addition to their regular classroom duties will be paid additional compensation above the basic salary schedule as set forth in the schedule "Compensable Extra-duty Responsibilities."

7. Teachers who satisfactorily perform extra-curricular or extra-duty responsibilities in addition to their regular classroom duties not listed in the schedule "Compensable Extra-Duty Responsibilities" regardless of the frequency of occurrence or duration of the extra-curricular or extra-duty responsibility shall be compensated at the rate of \$12.50 per hour.

2. District Proposal:

Article XII, Section 6 to read (no Section 7):

6. Teachers who satisfactorily perform assigned extra-duty responsibilities which are in addition to their regular classroom duties and regularly assigned extra-curricular work will be paid additional compensation above the basic salary schedule as set forth in the schedule "Compensable Extra-duty Responsibilities."

H. RE-STEPPING (Issue VIII)

1. Association Proposal:

Article XII, Section 13 to read:

13. Persons hired since August 25, 1976 shall be reassigned to a step and level commensurate with their experience and education.

2. District Proposal:

Article XXI, Section 9, to read:

9. Effective with the 1979-80 school year, teachers who were placed on Step A or B of the Basic Salary Schedule for Teachers in the 1977-79 Agreement when their employment with the Board commenced will be placed on the step of the Basic Salary Schedule for Teachers at which they would be, had they been placed on Step 1 of the Basic Salary Schedule for Teachers in the 1977-79 Agreement when their employment with the Board commenced.

I. EXTRA DUTY POSITION CONTRACT (Issue IX)

1. Association Proposal:

Article XII, Section 12, a. to read:

a. Teachers who are appointed to extra-duty responsibility positions referred to in Article XII, Section 6 above, except as set forth below, will be covered by a supplemental contract with respect to such position. The terms of the supplemental contract are subject to the terms of the Agreement.

b. These positions are not covered by extra-duty position supplemental contracts.

- 1) Intern Supervisory
- 2) Summer Drivers Education Teachers
- 3) School Social Workers (Certified)

2. District Proposal:

Article XII, Section 12, a. to read:

a. Teachers who are appointed to extra-duty responsibility positions, excluding intern supervisors, will be covered by the supplemental contract with respect to such position. The terms of the supplemental contract are subject to the terms of the Agreement.

J. MEDICAL AND DENTAL INSURANCE (Issue X)

1. Association Proposal:

Article XII, Sections 1, 2, and 3 to contain the following:

1. a. The Board shall provide each teacher (except where both spouses are employees, only one will be eligible for family coverage; however, both may elect single coverage) an opportunity to participate in a group hospitalization and surgical medical benefit plan. Participants will pay \$5.00 per month per year through an automatic salary deduction established by the Payroll Department.

b. The Board shall provide a health and dental plan as set forth in a dental plan 704 #1A and health plan as set forth in Plan 690 of WEAC Insurance Trust or identical coverage or better coverage if available by or through another insurance carrier.

2. Any teacher on a leave of absence will be eligible to participate in the group hospitalization and surgical/medical benefit plan provided he/she pays the full premium cost unless otherwise provided for in this Agreement.

3. a. The Board shall make available a Life Insurance Group Plan. Teachers shall pay the premium called for by the plan. The Board shall add an amount equal to 32% of the teacher contribution toward this plan. (This paragraph stipulated to by the parties.)

b. The Board shall provide a plan comparable to that in effect in February, 1977.

2. District Proposal:

Article XII, Sections 1, 2, 3, and 4 to include:

1. a. The Board shall provide each teacher (except where both spouses are employees, only one will be eligible for family coverage; however, both may elect single coverage) an opportunity to participate in a group hospitalization and surgical/medical benefit plan. Participants will pay \$5.00 per month per year through an automatic salary deduction established by the Payroll Department, plus the cost of any additional benefits as well as any future cost increases on such additional benefits added to the group hospitalization and surgical/medical benefit plan in effect in February, 1977. The Board shall pay the balance of the cost of such group hospitalization and surgical/medical benefit plan.

b. The Board shall provide a plan comparable to that in effect in April, 1977 during the term of the Agreement.

2. Any teacher on a leave of absence will be eligible to participate in the group hospitalization and surgical/medical benefit plan provided he/she pays the full premium cost.

3. a. The Board shall make available a Life Insurance Group Plan. Teachers shall pay the premium called for by the plan. The Board shall add an amount equal to 32% of the teacher contribution toward this plan. (This paragraph stipulated to by the parties.)

b. The Board shall provide a plan comparable to that in effect in February, 1977, during the term of this Agreement.

4. Effective September 1, 1980, through August 31, 1982, the Board shall provide each teacher the opportunity to participate in a group dental benefit plan at a total annual cost to the Board as close as practical to, but not to exceed the amount of \$325,000. The Association shall be consulted before the Board defines the content of the group dental benefit plan.

K. RETIREMENT (Issue XI)

1. Association Proposal:

Article XI, 4. b. to read:

The Board shall pay to the Wisconsin Retirement Fund, in lieu of or as part of State Teachers' Retirement System, the contributions required by the statutes to be deducted from the earnings of each participant, an amount equal to 4.5% of each participant's salary schedule, including extra duty compensation, earnings as well as summer school compensation covered by the statutes, based on the following conditions.....

2. District Proposal:

Article XI, 4, b, changed to 5 b.:

5. b. The Board shall pay to the Wisconsin Retirement Fund, in lieu of or as a part of the State Teachers' Retirement System, the contributions required by the statutes to be deducted from the earnings of each participant, an amount equal to 4.5% of each participant's salary schedule, including extra duty compensation, earnings, as well as summer school compensation covered by the statutes, earned between August 25, 1979, and August 25, 1982, all based on the following conditions.....

L. MATERNITY POLICY (Issue XII)

1. Association Proposal:

Article XV, 3. d, to read:

3. d. A teacher will be granted a one year leave of absence for the purpose of childrearing.

2. District Proposal:

Article XV, 3. d, to read:

3. d. For a teacher who desires a childrearing leave and who did not use sick leave for childbearing purposes, in which case such leave will begin as of the teacher's last actual day of work and may last for up to two complete semesters after the semester during which such leave begins. If a vacant position is not available at the end of two full semesters, then the leave shall be extended and the teacher shall be offered the next vacant position for which he/she qualified. If the teacher does not return to the vacant position, the teacher's employment shall be terminated.

M. FAIR SHARE (Issue XIII)

1. Association Proposal:

Article XXI, Section 8 to read:

A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the cost of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and by-laws.

B. Effective thirty (30) days after the date of initial employment of a teacher or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the costs of representation by the Association, as provided in Section 111.70(1)(h), Wis. Stats., and as certified to the District by the Association, and pay said amount to the treasury of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Article ____ (sic) (Dues Deduction) (or paid to the Association in some other manner authorized by the Association.) The Association shall notify the District of those employees who are exempt from the provisions of this Article (by the first day of September of each year), and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article thirty (30) days before the effective date of such change.

2. The Association shall notify the District of the amount certified by the Association to be the fair share of the costs of representation by the Association, referred to above (two weeks prior to any required fair share deduction).

C. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs thirty (30) days before the effective date of the change.

D. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association.

E. The Association does hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any list or certificates which have been furnished to the District pursuant to this Article; provided, that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representation of its own choosing and at its own expense.

2. District Proposal:

Article 2 to read:

2. a. Payroll deduction of professional dues and other items concerning individual teacher welfare, i.e., Educators' Credit Union and Savings Bonds, shall be accomplished by a withholding plan mutually acceptable to the Business Office and the Association (Stipulated to).

b. Any teacher who is not a member of the Association at the time this Agreement is ratified shall not be obligated either to join the Association or to pay any service fee to the Association.

c. Any teacher who is a member of the Association as of August 1, 1977, must maintain his/her membership in the Association for the term of the Agreement.

d. Any teacher who was a member at the time this Agreement is ratified and who is not a member after August 1, 1977, shall pay a service fee of seventy-five (75) dollars per school year.

e. Any teacher whose employment commences on or after August 25, 1977, shall as a condition of employment, be required to join the Association or pay an amount equivalent to the Association's dues within thirty (30) days of the date his/her employment commences.

N. BASIC SALARY SCHEDULE FOR PSYCHOLOGISTS (Issue XIV)

1. Association Proposal:

Article XII, Section 8 to contain:

Step	A Psych I	B Psych II	C Psych III
1.	\$15,864	\$16,499	
2.	16,657	17,159	
3.			\$17,974
4.			19,021
5.			20,068
6.			21,115
7.			22,162
8.			23,209

2. District Proposal:

Article XII, Section 8 to contain:

Step	A Psych I	B Psych II	C Psych III
1.	\$15,689	\$16,296	
2.	16,452	19,948	
3.			\$17,974
4.			19,021
5.			20,068
6.			21,115
7.			22,162
8.			23,209

O. DURATION (Issue XV)

1. Association Proposal:

Article XXI to contain:

This Agreement shall be binding upon the parties hereto and shall be in full force and effect from 25 August 1979, to 24 August 1980. It shall automatically be renewed under the same terms and conditions for consecutive yearly periods thereafter unless either party, prior to January 1 of any year, notifies the other party in writing of a desire to negotiate a changed Agreement.

IN WITNESS WHEREOF, we have hereunto set our signatures this
_____ day of _____, 1979.

2. District Proposal:

Article XXI to contain:

This Agreement shall be binding upon the parties hereto and shall be in full force and effect from August 25, 1979, through August 24, 1982. It shall automatically be renewed under the same terms and conditions for consecutive yearly periods thereafter unless either party, prior to January 1 of any year, notifies the other party in writing of a desire to negotiate a changed Agreement.

IN WITNESS WHEREOF, We have hereunto set our signatures this
_____ day of _____, 1979.

P. TEMPORARY ASSIGNMENT TO PART-TIME TEACHING (Issue XVI)

1. District Proposal Only:

Article XV 3, h. to read:

3. h. Temporary Assignment to Part-Time Teaching. The Personnel Department may grant the request of a full-time teacher to be temporarily assigned to a part-time position for up to one school year; such teacher shall return to a full-time position at the end of the temporary assignment.

V. FACTORS CONSIDERED. Section 111.70 Section 4 (cm) (7) states the following:

7. "Factors considered." In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulation of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of living.
- f. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties, in the public service or in private employment.

These factors will be considered and applied as appropriate to specific issues, since not all of the factors apply to all of the issues.

VI. COMPARABLE DISTRICTS. Since there are numerous issues involved here, the parties are using different districts, unions and associations for comparison. They will not be listed herein except in summary, and will be described in the discussion of the issue to which they are appropriate. The Association summary is of unions and/or associations used to meet arbitration criteria and is as follows by categories:

1. Racine Unified School District Unions
2. Wisconsin Like-Size School Districts
3. Other Wisconsin School Districts
4. Selected National Urban School Districts
5. Racine City Unions
6. Racine County Unions
7. Racine Private Sector Employers
8. Racine/Milwaukee Selected Private Employers

The District has used two different standards generally. These are the ten largest Wisconsin districts, and the districts in Cooperative Educational Service Agency No. 18 (CESA 18). The ten large districts are Milwaukee, Madison, Racine, Green Bay, Kenosha, Waukesha, Janesville, Appleton, Eau Claire, and West Allis. CESA 18 includes districts in all of Racine, Kenosha, Walworth Counties and a small part of Waukesha and Jefferson Counties. There are 44 districts in CESA 18, of which there are 10 K-12 districts of which Racine is one, and 6 Union high school districts.

A note is made of Athletic Conference schools for 1980-81 in which Kenosha and Racine will be competing in a league with various Milwaukee City schools.

The arbitrator believes that all of the comparisons made by either party have some usefulness, but the highest degree of comparisons exist in relation between the District and the ten largest districts, the District and the Union high school districts in Racine and Kenosha Counties, and the southern tier of Milwaukee County districts which are contiguous or nearly so to the Racine District. Although the District objects to including Milwaukee and West Allis, because of special characteristics, Milwaukee being considered especially different because of its size and special law, yet the arbitrator believes that both districts exercise some influence on the Racine District. The elementary school districts and the entire set of districts of CESA 18 and the northern Milwaukee County districts have less relevance, the former because of the lesser degree of population and more rural character than the Racine District, and the latter because of a remoter influence and lesser size.

VII. ISSUE I: MAINTENANCE OF STANDARDS.

A. The Association's Position. The Association states it needs assurance from the Board of Directors in enforceable language that the Board will not make changes which impact on wages and hours and conditions of work. The Association says it is not able at all times to monitor what goes on in the Board or committees. If the Board is not proposing to make any changes in its three year contract proposal which will impact on the Association, then there is no reason to oppose the Association language. The Association says that the proposed language comes from its experience with a three year agreement that made it nearly impossible to anticipate all of the kinds of things that happen in three years' time. The Association says that the Board currently allows the Association the opportunity to speak in the Committee of the Whole of the Board, but the Association is limited to ten minutes or even has its opportunity to speak postponed. This does not meet the terms for negotiation provided in Section 111.70 of the statutes. The Association says that the Board in the last three years did not significantly respond under the current provision (TR. I-102-105).

The Association provided copies of various contracts in which either full or partial maintenance of standards clauses existed. These will be treated under "Discussion" here.

The Association notes that all of the school systems with more than 900 teachers have comprehensive maintenance of standards language.

The Association holds the language of the District is vague and uncertain and destroys the mutuality of the obligation to collectively bargain as expressed in Section 111.70 of the statutes. The Association proposal sets forth as a standard the conditions of the 1977-79 Agreement which would ensure continuity. The Association offer also permits a flexibility of the Board to amend; however, it must do so in accordance with the provisions of Section 111.70, and does no more than this which the legislature has established as a mutual obligation.

B. The District's Position. A District witness, W. Thatcher Peterson, former Director of Employee Relations of the District, said that under the meet and confer provision (Article III, Section 7), if the Superintendent of Schools or any person for the District sees that a potential Board policy would have a substantial effect on teachers' conditions of employment, a letter is written to the Association informing it of a potential change in policy. In the term of the 1977-79 contract, Mr. Peterson says that in at least six to 12 cases, the Superintendent of Schools notified the Association that there was a matter which in the Superintendent's view had a substantial effect on the conditions of employment, and the Superintendent designated a person to meet with the Association, but Mr. Peterson could not recall a single instance in which the Association responded (TR. III, 183, 184).

Also the Association receives agenda of the Board and of the Committee of the Whole Board and has been told that if it sees anything it regards as constituting a substantial change, to speak up about it.

The District submitted three binders of policy statements, rules and regulations, comprising a total of sheets amounting to about 4 and 1/4" thick. The binders are called the Policy and Regulations Manual, and include subheadings of Community Relations, Administration, Personnel, Students, Instruction, Facilities, Internal Policy-Board, and By-Laws - Board.

Pertinent evidence to this issue also are teacher association contracts from districts cited by the District in its list of comparable districts. There were 55 contracts submitted (Board Ex., "D" series).

The District considers the Association offer incredibly broad in language, for example, incorporating three volumes of School Board policy by reference, all specific policies of which might have some impact on wages, hours, and conditions of employment.

The District says that the Association offer purports to order the Board to take whatever action necessary to amend policies which are deemed in conflict with the Agreement, but there is no showing that any such policy exists, or any method of determining a conflict.

The District also holds that the Association is proposing an unheard of provision - one which demands that the Board may not modify, amend, or create any new Board policy which has any kind of an impact on employment, but must bargain it all the way through arbitration. Under this claim, the Board could not lay-off teachers. Further interest arbitration is not available to the parties for policy disputes which arise during the term of a contract under a WERC ruling.

The District says that the complaint of the Association that "meet and confer" does not work is not justified; rather the Association does not want it to work as shown by District exhibits, and the evidence is that the District did meet and confer in good faith. The Association proposal amounts to a veto power over any change and would hamstring the District.

The District holds that the maintenance of standards clauses in large school districts - Milwaukee, Madison, Kenosha, and Green Bay, are not as broad; and certain other exhibits of the Association are not maintenance of standards clauses at all; and most of the K-12 schools in CESA 18 have no such language.

No significant benefit has been taken from the Association under the meet and confer clause.

C. Discussion. The standards of comparability and of the public interest and welfare are applicable to this issue. In the matter of comparability the arbitrator believes that the most comparable grouping is that of the largest school systems. Next in comparability are those educational agencies within the proximity of Racine, and next agencies within Racine County which are not educational in character. In judging a maintenance of standards clause, the arbitrator does not judge a clause which asserts that the parties can amend a contract only by mutual agreement to be the same as a maintenance of standards clause. It is given that a contract cannot be changed without mutual agreement. The maintenance of standards concept, however, involves policy matters and rules and regulations not spelled out in the contract.

There are several types of provisions shown in the contracts. One type calls for maintenance of standards. Another type calls for maintenance of some standards. Another permits the right to meet and confer with management on policy changes. Another type allows for change of the terms of the contract only with mutual agreement, and another allows methods of modifications of the contract, usually in connection with re-opening of negotiations for a succeeding contract. In some contracts none of these provisions are made.

In the scrutiny of the contracts of the ten largest school districts, the arbitrator found the following types of provisions:

Maintenance of Standards - Milwaukee ('77-'79), Madison ('78-'80),
Green Bay ('79-'80), Appleton ('78-'80)

Partial Maintenance - Kenosha ('77-'79)

Meet and Confer - Racine ('76-'79)

No Provision - Waukesha ('78-'80), Janesville ('79-'81),
Eau Claire ('79-'80), West Allis ('79-'80)

The arbitrator also selected nearby K-12 systems in the southern part of Milwaukee County and Union high school districts in Racine as being most nearly comparable to Racine. This brings the conclusion as follows:

Maintenance of Standards - Burlington ('79-'80), Whitnall ('79-'80)

Meet and Confer - Oak Creek ('79-'81), Union Grove ('79-'80), Waterford ('79-'80)

Modification of Contract - Greendale ('79-'80)

Other Racine school employees, the Secretaries Association, the Aides Association, and Service Employees International Union Local 152, do not have any provision for maintenance of standards.

For other public employee unions in Racine County there are the following provisions:

Maintenance of Standards - none

Meet and Confer - none

Modification of Contract - Local 121, IAFF, Racine Firefighters

Amendment by Mutual Consent - Racine Policemen's Professional Benevolent Corporation; Local 67, AFSCME (City of Racine); Local 310, AFSCME (City of Racine); Local 310, AFSCME (High Ridge Center, County of Racine); Wisconsin Nurses Association (High Ridge, County of Racine); Belle City Lodge 437, IAM, Units 1 and 2 and Local 43, Teamsters, both of Racine County

The arbitrator believes that of the above comparisons, the most pertinent is that of the ten largest systems. Five of these ten systems have a type of a maintenance of standards clause, but none of them except Milwaukee has one as extensive and comprehensive as that of the proposed Racine Education Association clause. Against this must be weighed the fact that such a type of clause is not predominantly prevalent in the geographical area of Racine. The arbitrator therefore believes that the Association proposal does not meet the statutory criterion of comparability.

There is also the matter of what is in the interests of the public. The Association proposal incorporates all existing Board policies which have an impact on wages, hours, and/or conditions of employment. The effect of the Association proposal would be to freeze all policies having an impact on wages, hours, and/or conditions of employment. The number of such policies out of all the policies is not easily ascertainable by the arbitrator. In view of the changes being imposed on school systems in enrollment, policies toward minorities and so on, the propriety of the freezing of such policies subject to mutual agreement for change has not been demonstrated sufficiently to the arbitrator. The arbitrator believes that the Association proposal is too sweeping in contrast to the specifics of the Kenosha clause.

The meet and confer provision that has existed under which the Association can raise its objections on policies more nearly meets the statutory criterion of the public interest when contrasted to the very broad sweep of the Association proposal. Under this provision the Association can grieve any policies which it thinks constitute a contract violation.

The arbitrator then is of the opinion that the District proposal more nearly meets the two statutory criteria of comparability and of public interest.

VIII. ISSUE II-A: STAFF UTILIZATION AND WORKING CONDITIONS

A. Discussion. The difference between the proposals of the parties on this issue is that the Association proposes to eliminate any reference to the time of duration of Article VIII, Section 1, c and d. The District believes that the time of duration should be kept in so that the teachers are sensible of the cost of the provision of removing teachers from the teacher-student ratio. The Association does not want any reference to duration, because the Association believes this establishes the life of the section containing it.

The Association holds also that the District does not use this procedure with other groups, its position on which party has the duty to bring forth proposals is too metaphysical to be dealt with, and the inclusion of this expiration date violates the spirit of the duration clause in that it eliminates the simple continuation of the contract.

The District says that it has been a practice for a number of years to include in contract language specific dates to which certain benefits will continue, benefits which are an economic burden to the District.

This item is not considered a major issue between the parties if a settlement could have been reached otherwise (TR. 107).

It is the arbitrator's opinion that the differences are not substantial in character since the Agreement will be renegotiated at the end of which Agreement receives the award here. However the arbitrator holds that the position of the Association that the clause would interfere with the possibility of a simple continuation of the contract is a factor which makes the Association offer more reasonable.

IX. ISSUE II-B: MILEAGE

A. Discussion. The District is offering a mileage rate for traveling teachers and professionals who use their own cars at the rate paid by the Internal Revenue Service which is currently at 20¢. The Association is asking that schedules be arranged so that teachers do not have to travel more than 25 miles a day, that the teachers get 20¢ a mile if assigned to more than one school, that the allowance be given for use of personal cars for field trips and business trips of the District, that there be a liability insurance, and the agreement of this insurance should be negotiated. The Association holds that the request is modest, especially since the teachers subject themselves to risk.

The Association in its position also notes that it is difficult to purchase a car because of lack of money for lending.

The District notes in its brief the following points:

a. The Association's 10 day notice of a change in schedule is unreasonable. There is no evidence of scheduling problems.

b. The liability provision of the Association offer duplicates the agreed to provisions of Article XIII, Section 6.

c. The proposal to negotiate liability insurance does not show what the exposure to risks will be.

d. The District rate proposal, now at 18.5¢ for the first 15,000 miles is reasonable, and it may exceed 20¢ in the future.

A comparison is made with the terms of the contracts cited earlier of the ten largest districts and the five union high school districts in Racine and Kenosha Counties. The results are as follows:

Milwaukee - mileage at the IRS rate

Madison - 17¢/mile, parking charges paid, proof of liability coverage required

Green Bay - 19¢/mile plus \$30/year, proof of liability coverage

Waukesha - rates for various ranges of distances based on 15¢/mile, proof of liability coverage

Janesville - 17¢/mile, other duties at a minimum

Appleton - mileage rate not stated, proof of liability coverage

Eau Claire - compensation for actual expenses

West Allis-West Milwaukee - no mention

Kenosha - Efforts to limit required travel; mileage not stated

Burlington - 19¢/mile within district, 17¢/mile out of district plus expense

Salem - 17¢/mile

Union Grove - 15¢/mile, Board assumes liability

Waterford - no mention

Wilmot - no mention

Using the criterion of comparability, the arbitrator concludes that the District offer is reasonable. The District offer provides a flexible scale, which the Association offer does not, and in comparability of liability coverage, while there is justification in the Association request for the District to assume specific liability, this does not appear to be the prevailing pattern and the contract appears to cover the situation anyway. While there is also some argument to be made for the District to plan travel to reduce it to a minimum, this provision is found only in the Kenosha contract.

X. ISSUE III: INITIAL PLACEMENT ON THE SALARY SCHEDULE

A. The Association's Position. The Association says that the District's offer to change Article IX, Section 3, c., to give it the authority to recruit new teachers in subject areas where the District is having difficulty in recruiting will result in the other teachers in those subjects being discriminated against and a loss of morale may result. The Association says that of all of the items of the District's offer this item is repugnant to most of the teachers. Further past incentive systems proposed by the District have not worked and destroyed morale, and further the District is the cause of its own troubles by a low base rate which existed before this offer was made.

The District proposal does not speak of compensation for those teachers presently employed; hence the loss of morale for this reason also. The proposal is chancy and subject to the whims of the Personnel Department. Further the language of the District proposal in paragraph d would mean that a teacher hired at the bonus step would revert back after three years to a lower step.

B. The District's Position. The District believes that this proposal will enable the Personnel Department to recruit more effectively in certain subject areas such as industrial arts. There are a few such areas (TR. 59). The District had additional steps for special education teachers, but the Assistant Superintendent, Mr. Del Fritchen, does not know if there was a morale factor; however, there could be one here (TR. 71).

The District says that its proposal is innocuous. Recruitment can be no more than two steps and areas would have to be specifically mentioned. The Association position on the other hand that teachers should be treated as digits does not recognize reality.

The District says that the reason the past merit pay system did not work was because the Association pressured the employees not to keep the pay as shown in District Exhibit C 167.

C. Discussion. The factors to be weighed here include comparability and the interest and welfare of the public. As to comparability, the arbitrator in scrutinizing the contracts of the nine largest districts other than Racine, found no contract clause similar to that of the District. In the union high school districts in Racine, the arbitrator found provisions in the contracts of Union Grove, Waterford and Wilmot which allowed the Board to make special placement of new teachers above schedule. On the basis of this information, the arbitrator finds that the proposal of the District does not meet the statutory standard of comparability.

As to the interest and welfare of the public, while there may be some benefit to the District to place newly hired teachers in certain subject areas above the schedule, against that benefit must be weighed the belief of the Association that such action will cause a loss of morale. The District, in the opinion of the arbitrator, did not make a persuading case for its position, and so on the standard of the interest of the public, the arbitrator holds that the public interest would be better served by the District not having this authority.

The Association position therefore more nearly conforms to the statutory standards of public interest.

XI. ISSUE IV: CALENDAR

A. The differences between the parties in calendar offers are these:

1. Under the District offer, new teachers are required to work two additional days before the beginning of the semester. These are in-service days (TR. I, 111).

2. Under the Association offer, Wisconsin Education Association convention days, two in number, would be non contract days.

3. There are two days on which teachers are to compile records - one at the end of each semester. The Association wants these as non-contract days.

4. The Association objects to the District reserving to itself the right to reschedule an Institute Day as long as a District In-Service Committee of the Board exists. The Association wants a specific designation of this day.

5. The Association objects to the District scheduling a winter break day in the school years of 1980-81 and 1981-82.

6. The Association objects to the District's inclusion of three days at the end of the school year as Contingent school days, i.e. make-up days for days lost due to inclement weather.

In the calculations of the arbitrator the District is proposing a school year of 187 days for regular teachers and 189 days for new teachers, while the Association is proposing a 183 calendar day for regular teachers and a 183 base calendar for new teachers; and, if they are called in for in-service training, they are to be paid for such days prior to the first report day for returning teachers.

Information on calendars was contained in copies of contracts supplied by the District. The following information in these contracts, which information is pertinent to the issue here, was abstracted:

TABLE I

SELECTED DISTRICTS AND CALENDAR PROVISIONS IN
COMPARISON TO SIMILAR PROVISIONS IN THE
RACINE UNIFIED SCHOOL DISTRICT

District	Year	New Tea. Days Unpaid	Non Contract Record Days?	Conv. Days Non Contract?	Winter Break (Days)	"Snow Day" Make-Up
1. Milwaukee	77-79	N.A.	No	No	Yes	1
2. Madison	78-80	No	No	No	1 Conv. Day	2
3. Green Bay	79-80	No	No	No	No	Yes
4. Waukesha	78-80	No	No	No	In Serv Day	2
5. Janesville	79-81	N.A.	N.A.	N.A.	N.A.	N.A.
6. Appleton	78-80	No	No	Yes	Yes	3
7. Eau Claire	79-80	No	No	No	No	After 2 Days
8. West Allis	79-80	No	No	No	No	N.A.
9. Kenosha	77-79	Yes	No	Yes	In Serv Day	2
10. Burling- ton	79-80	No	No	No		After 2 Days
11. Salem High	79-80	Yes	No	Yes	No	4
12. Union Grove	79-80	Yes	No	Yes	In Serv Day	
13. Waterford High	79-80	Yes	No	No	In Serv Day	Days Lost
14. Wilmot	79-80	N.S.	No	N.S.		Make up State aids
15. South Milwaukee	79-80	No	No	No	In Serv	Make up
16. Oak Creek- Franklin	79-80	Yes	No	Yes	Yes	Make up
17. Whitnall	79-80	No	No	No	Yes	After 2 Days
18. Greendale	79-80	No	No	Yes	Yes	After 1 Day
19. Cudahy	79-80	Yes	No	No	Yes	Make up
20. St. Francis	79-80	No	No	No	Yes	Make up
21. Green- field	79-80	No	No	No	Yes	N.S.
22. Franklin	79-80	Yes	No	No	Yes	After 1 Day

The Association in Exhibit TAB 5 noted that the legislature of Wisconsin enacted SB. 127 which provides that there must be 180 days of pupil contact in a school year, but up to five of these days may be snow days or parent teachers conferences. Labor Day, Thanksgiving, Christmas and Memorial Day and convention days are now excluded from being included as "school days", but can be negotiated. If bargained days are lost due to snow, so that the total is below 180 days, a contract would compel the make-up.

The District says its calendar is for 187 days, and the Association has a calendar of 183 days.

Institute days may be scheduled as a whole day or two half days. The District proposed on January 12, 1979, to give the powers to schedule to the Superintendent for reasons of logistics (Dist. A. 13). There was a report by the District Needs Sub-committee on October 3, 1979, (Dist. A. 14) and a meeting of the In-Service Committee on November 7, 1979, with participation by Association members (Dist. A. 16).

B. The Association's Position. The Association holds that new teachers should not be required to attend non-paid in-service days. Other teachers are paid for in-service days. The Association notes that teachers who sign a contract after the school year has started are not provided such two days of in-service training. There is no reason why such a difference should exist.

The Association does not want convention days as contract days, because at one time the District required all teachers to attend the WEAC Convention and have a stamp of attendance. The Association considers this demeaning. Since 1974 the days have been used at the discretion of the teachers.

The Association wants record days listed on the calendar, but not a contract day, because administrators have a tendency to use such days for faculty meetings and performance requirements other than record preparation.

The Association states that the task of record keeping cannot be confined to a 6-1/2 hour school day. If this is put in the calendar, there would be no obligation to work beyond the specified hours. Thus the District's proposal is impractical, because it provides for less time than necessary to complete the task.

On the matter of the institute day, the Association opposes the proposed District language which permits the Board or its designee to reschedule the day or segments of it. The Association wants a specific day scheduled. The Association says that the language of the District offer permits the District to reschedule the day without negotiations. In-service is a mandatory subject of bargaining, so the status of the District offer is uncertain; but if the arbitrator chooses the District proposal, he will have denied the Association the right to bargain on a mandatory subject. The Association further says that its offer of a one year agreement allows time for future negotiations if the District does make a change. The arbitrator therefore must not select the District proposal because of the denial of the Association right to negotiate.

The Association objects to the proposed one day winter break, since it does not know from any experience what this is.

The Association objects to three possible make-up days for inclement weather following the last regular day of school. It says that this concept came from earlier statutes of the state, but new statutes, Chapter 206 and Section 115.10 set the minimum number of acceptable school days and methods for make-up days. Previous experience in make-up days resulted in administration policies which are now being contested in law. Following the new statutes permits much more flexibility, and the arbitrator must consider the statute as the more compelling. The teachers are better protected by the law than the proposed language of the District, which was and is unnecessary.

C. The District's Position. The District notes that in the 1978-79 period there were six days when school was closed and the District made up only three. The teachers were nevertheless paid for the other three. In the elementary schools there was still one half day to be made up to meet state requirements, and a dispute occurred between the parties as to how much the teachers should be paid, a dispute still in existence at the time of the hearing on the instant matter. The District said that this situation did not arise out of the labor agreement, but out of the state's interpretation of the new liberalized law.

Snow days are negotiable. The District proposes to continue a practice hammered out in bargaining. The only complaint against the present position was not caused by the provision but the statute. The Association offers no rationale for wiping out the provision.

The District also notes that its proposed calendars for 1980-81 and 1981-82 reflect the kind of calendars of the past, with one major difference - the winter break. The winter break is inserted to break up the long period from winter recess to spring recess, and there was such a break in the 1975-76 calendar.

The parties in 1969-70 agreed to one record day, and the second one is in the contract as a result of REA demands in the 1972-74 contract. An additional work day was added, and this was used by the District to justify more pay. The District says that this is a case where the provision initially designed as a benefit to teachers is now considered a burden; the Association originally contended that teachers needed an extra day, and so the contract day with additional pay was given them. Now the District wants to keep the pay and reduce the work day.

The District holds that the WEAC days are in the contract after fact-finding on the 1971-72 contract, in which the Association took the position that days should be contract days. Now the District wants to take them out without any proposal of its own to cover what it says the teachers do on those days.

The District proposal to reschedule the institute day, based on a recommendation of the District In-Service Committee (as long as the committee exists), was carried out in practice in 1977-78 by scheduling various half-days, a variable in this being transportation. The institute day is already set in three calendars, and if the In-Service Committee ceases to exist, the institute days are fixed. The idea of flexible days arose from the committee itself, which was composed in large part of Association board members.

On the matter of the removing the two days of orientation for new teachers, the District says that the Association does not recognize that there is any possible difference between different individuals. Most persons new to the system would consider the two days well worth it. The Association has in turn not proposed that the days be voluntary, or paid at a lesser rate, nor any other proposal finely tuned to meet its complaint. The proposal simply to drop is not reasonable, and the days in question have been in effect since 1969.

The District argues that any removal of WEAC days or record days constitutes in effect a raise in pay for the teachers, and would change the rate of pay for any teacher absent from work. Sick pay for 1979-80 would not be higher retroactively. There is no rationale or argument what this will cost or why it should be done.

D. Discussion. The statutory factors to be applied here included the interest and welfare of the public and the comparison of conditions of employment in comparable districts.

Table I shows comparisons of calendar conditions on the specific issues on calendar raised here, the comparisons being made with the ten largest school districts, the high school districts of Racine and Kenosha Counties, and the southern tier of school districts of Milwaukee County. From this table the arbitrator finds the following:

1. 12 of 22 districts listed appear not to have unpaid in-service days for new teachers in advance of the opening of the school year.
2. 8 of the largest districts do not have such a feature.
3. 21 of 22 districts appear not to have record days as non-contract days.
4. 14 of 22 districts appear not to have convention days as non-contract days. The arbitrator believes however that these data are inconclusive since while many contracts list convention days on the calendar, they do not specifically delineate whether they are contract or non-contract days.
5. On winter break days, 9 of the 22 districts have winter break days, and 6 others have another kind of day in mid-winter which is not a pupil contact day.
6. On the matter of make-up days for inclement weather, there is a general pattern of make-up with a wide variety of provisions on how the days are to be made up, and how many such days are to be made up.
7. On the flexibility of institute days based on a committee recommendation, it appears that the Association has some control over the situation through the presence of some of its members on the In-Service Committee which makes the decisions.

From these data, the arbitrator concludes that:

1. The extra requirement of in-service days for new teachers as proposed by the District is not the majority pattern in comparable districts.
2. The proposal of the Association for non-contract record days cannot be considered a comparable condition.
3. A judgment of the comparability of making convention days as non-contract days as proposed by the Association cannot be conclusive, since information on it is not certain.
4. A winter break of some kind as proposed by the District meets the test of comparability.
5. The matter of how snow days are to be made up under various contracts is too varied to make a judgment other than most contracts provide some method to make up enough days to meet state aids.

On these items of calendar comparability, two items appear most weighty - that of record days being contract days, and that of some kind of winter break becoming a usual feature of the calendar. Both of these items favor the District proposal.

On the matter of the public interest, the requirement of two additional in-service days for new teachers appears to be in the public interest, but the lack of pay for such time put in militates against the merit of the District proposal.

As to the reduction of total contract calendar days, the arbitrator notes that the District's contention is that any reduction means a pay raise for teachers in that they will be working less days for more income. The arbitrator believes that the making of convention days as non-contract days is of no great consequence to the District or the public; but to make record days non-contract days is to support the District's argument on increase of pay through reduction in contract days, and certainly to increase pay for excused absence with a retroactive feature for 1979-80.

On the matter of make-up days, the arbitrator believes that on the basis of past experience, the District proposal is not unreasonable.

On the matter of flexibility of institute day, flexibility may favor the administration, but it appears it arouses teacher concern. The arbitrator believes that the public interest is served if the teachers are not aroused by the uncertainty of the day's schedule.

The question of a one year or three year calendar depends on the matter of comparability and public interest in the duration of the Agreement. This will be treated later.

On the merits of the calendar for reasons other than duration, the weight of comparability and public interest lies with the District proposal, in the arbitrator's judgment.

XII. ISSUE V: SALARY SCHEDULE

A. As noted from the proposals, the Association proposes a basic salary schedule developed from a rate of \$11,036 for the lane BA at Step 1. The District is proposing a rate of \$10,900 at BA-1. There are eight lanes and 14 steps in the lanes BA and above. There are also a limited number of teachers at a level up to Step 16.

Also, as can be seen, there are certain ratios between lanes, and this is a factor in determining all the rates at various steps in each lane.

It should further be noted that steps found in the previous contract, known as Steps A and B, are eliminated in both new proposals.

Further it must be noted that with a cost of living supplement proposed by both parties, the actual take home wage is something above the basic wage; and further because of the way the cost of living supplement is calculated, the wages for different persons at the same step will vary according to their time of entry into the system.

Since the comparisons of salary with comparable districts requires a comparison of the Racine basic salary plus COLS with other salaries, it is useful to move immediately from the matter of basic salary to the proposal of the cost of living supplement to ascertain what basic salary plus COLS will produce under each offer.

XIII. ISSUE VI: THE COST OF LIVING SUPPLEMENT

A. Both parties are proposing a cost of living supplement which is based on changes in the Consumer Price Index for all Urban Consumers (CPI-U).

Both are proposing COLS payments being made on the changes in the CPI-U between September 1, 1979, and the end of the following months: November 1979, February, May and August 1980. Since the Association proposal is for a one year contract only, its proposal stops at August 1980. The District however continues with COLS payments being made on the basis of CPI changes between September 1, 1979, and November 1980; February, May, August, and November 1981; and February and May 1982. The District offer stops after May of 1982.

As noted in the proposals, each of the earning periods constitutes a quarter of a year, and the periods are denoted "Q1, Q2, etc.". The Association proposal stops after Q4, and the District proposal goes to Q11, meaning that in three school terms, the District will pay for 11 quarters instead of 12, under the new contract.

The Association is proposing that the COLS be based in the full percentage change in the CPI-U from the base date to the end of the quarter under consideration, so that for one year the full increase in the rise of the CPI will be reflected in the salary, however with a lag. The District proposes to continue a formula which the parties applied in the past, in which the percentage increase is multiplied by 75% of the teacher's salary so that the full rise is not reflected. Further the District proposes to put a ceiling on this percentage increase so that it does not exceed a certain level of the CPI-U index at a certain time.

There is a further difference with respect to the way the cost of the quarters are to be applied. The Agreements run from August to August. The "Q 12" of the last Agreement was based on the period of September 1, 1976, to August 1979. The District contends that it must account for this in the budget year of July 1, 1979, to July 1, 1980. It was the testimony of the former Personnel Director that this practice was started in the 1974-76 contract, and the payments thus made in any one fiscal year were used to determine cost controls for the year (TR. II, 172). The Association believes that the COLS should be attributed to the contract year, and if a contract ends in August, then a payment is due after that August to complete the teacher's salary under the contract.

The calculations under such conditions then as to what a teacher receives also are different. Under the District method the payments of September, December, March and June would be attributed to the contract of that school budget year, whereas under the Association method, the payments of December, March, June and the following September would be attributed to a year's salary. The cost of the payment for the COL supplement in September 1979 was about \$1,050,000 to the District and there is a major question as to how it should be attributed - to the cost of the present proposal, or to the cost of the previous school term proposal. This question affects what are considered to be salary costs and comparisons.

According to District Exhibit A 8, the parties next reached an agreement on the 1977-79 Agreement in March 1977, except that they reached no agreement as to whether the cost of the Q12 payment would be counted as part of the 1977-79 Agreement or the next agreement. The Association was advised by the District that the District would have no authority to pay Q12 after the 1977-79 Agreement which expired on August 25, 1979. The District said that because Q12 would cost about \$1.1 million, the District would not ignore it. The representatives of the parties initialed the settlement document to the effect that they could not reach an agreement as to how Q12 would be accounted for. Subsequently the Board of the District made the Q12 payment, but it is including this payment in the cost for the present proposal. Q1 and Q2 were paid in a different fashion under the 1977-79 Agreement, and a new system of payment began with Q3 and went to Q12.

The 1974-76 Agreement provided for a COL supplement in the last days of the months of November, February, May and August which fell during the life of the Agreement. Only seven quarters then were in this Agreement, since August 31, 1976, did not fall into the life of the Agreement (Dist. A, 3, and Assn. Tab 2, 2). During the last 12 days in 1976 of the 1974-76 contract the base was changed.

This gives the information that the District will reckon its costs for 1979-80 to include Q12 of the predecessor agreement, and Q1, Q2 and Q3 of this agreement for reasons to be stated later; whereas the Association will reckon its costs to include Q1, Q2, Q3 and Q4 of its proposal. This situation gives different results as to what salaries are going to be paid and makes difficult comparison with other districts, because there is no common method for reckoning a year of compensation between the parties.

Further the District contends that the Association costs for 1979-80 must include Q12, Q1, Q2, Q3 and Q4.

The Association made a comparison of the difference in COL supplement cap of the District and what it expects the CPI to be, assuming a 12% inflation to the end of the contract.

TABLE II
COMPARISON OF EXPECTATION OF CHANGE IN CPI (1)

Date	CPI-U Outside Projection	Dist. Cap
11-79	227.5	227.7
2-80	236.4	234.4
5-80	241.6	241.0
8-80	249.8	247.6
11-80	254.0	254.3
2-81	265.0	260.9
5-81	270.6	267.5
8-81	277.8	274.2
11-81	284.5	280.8
2-82	296.8	287.4
5-82	303.1	291.1
8-82	311.6	300.7

(1) Assn. Tab 2, p. 10

The Association says that it will lag by the sum of \$100.55 a month in 8-82 using the District's proposed base.

According to Association Ex. Tab 3, pp 30-32, the District agreed to pay a cost of living supplement for each of 12 quarters from August 1979 to May 1982 to Local 152, Service Employees International Union. Further it agreed to pay the full percentage change, increase or decrease. It also agreed to increase the base by 3% effective in September 1979, 1980 and 1981. Other Association exhibits in Tab 3 showed that the City of Racine had contracts with Local 321, International Association of Fire Fighters, the Racine Policemen's Professional and Benevolent

Corporation and the Police Sergeant's Association, which contracts were for 1978-79, and included eight quarters of cost of living supplement figured at the full change in the CPI. Tab 3 further contained information which showed that Racine County paid a cost of living supplement for each quarter of the years covered in the contracts with full percentage change for the Deputy Sheriffs, Local 310, AFSCME, at High Ridge Health Center, Belle City Lodge No. 437, I.A.M., both Units I and II, the Registered Nurses at High Ridge, and Local 43, Teamsters.

B. The Association's Position on the COL Supplement. With respect to the language of the various proposals on the cost of living supplement, the Association position is that the payment made in the 12th quarter of the last agreement, a payment made in October 1979, was attributable to the agreement of which it is a part. Reference should not have been made to it in this agreement. That the budget year ends on June 30 is not decisive on this issue, because the Association cannot tell how the District is to budget to meet its contractual obligations, and this is not a collective bargaining concern of the Association. The District is making the payment as part of a legally negotiated agreement. The District may argue that all that the reference to the twelfth quarter meant in the previous agreement was that the parties agreed to include it in this agreement, but this argument fails, because the obligation is lost with the expiration of the contract in the same sense that the agreement to pay would be lost; the obligation to pay in fact continued.

By making no reference to a twelfth quarter payable in 1982 the District is breaking new ground and in effect is proposing an eleven quarter agreement.

The Association in proposing a COL supplement on the full salary instead of 75% of the salary says that there is an economic argument for it. If the salaries had kept pace with the rise in the cost of living, the base salary should be around \$12,000. The proposed base salary of the Association is \$11,036 which is the former base salary of \$9,425 and \$1,611 in cost of living payments. Under the District's proposal of \$10,900 as a base, a teacher at the top of the salary schedule needs to have an inflation rate of at least 6% to have the same number of dollars that the teacher did in the 1978-79 school year. The District proposal is dependent on the cost of living, and with the District caps on the schedule, it is difficult to see how a teacher can keep pace with the 1978-79 earnings. The Association proposal on the contrary is a four-quarter proposal. The Association says that the District cap of 12% theoretically produces an increase of only 5.63%.

C. The District's Position. The District makes several general assertions about the cost of living clause: one is that the employees forget it means money; another is that the existence of the clause has led to the assertion that large amounts of money should be moved around from year to year. Still another is that the District is exasperated by any inference that it is the District's fault when the use of the concept of COL has caused pages of formulae to determine what teachers get paid.

The District notes that COL supplements have been attributable to the year in which they were actually paid, and this was true for budget purposes, state cost control purposes, for costing District proposals and as a basis of bargaining. The District in the contract of 1976-79 agreed

to pay a COL supplement in September of 1979 after the contract expired. The District agreed to pay the September 1979 COL supplement but held that if it were made, it would be included in the cost of the 1979-80 settlement. Thus Q12 became an arguable condition of employment, like an experience increment. Such increments are not earned in a prior year. This same procedure of allocation is followed in the District's custodial unit which also has a COL clause, and the method is not disputed. The District says that the Association in its testimony did not rebut what the practice was.

The District says that a COL quarter based in September of any year is not based on earnings from the previous contract quarter. Only returning teachers are eligible, and they do not work more than 8 or 9 days during the preceding month. The District cites conditions under previous contracts to the effect that there are only a few workdays during the period in question.

The District takes issue with the method used by the Association in arriving at a base of \$11,036 when it added quarters 9, 10, 11, and 12 to the old base of \$9,425. The logic of this action has only surface value, since the Association did not explain why it used the old base of \$9,425 when there was an actual hiring step, Step A, with a base at \$8,900. The District argues that no thought was given by the Association to the comparability results, percentage results, or effect of the new base on the salary schedule. It uses the COL payments which apply to the next bargaining year for establishing a beginning point for bargaining.

The District asserts that no COL supplement was made in September, when the 1974-76 contract expired. There was an increase in the base in 1976, and one cannot argue that that increase should not have been attributed to the 1976-79 settlement. The increase in this case for the period after the agreement expired is a similar increase in base, but it is being labeled a COL payment.

The District asserts that moving Q12 around in this instance is not only inconsistent with past practice, but it has long range effects on cost controls. Moving Q12 in the present situation would cost a loss of over one million dollars out of the 1979-80 school year, thus reducing the base and the money available within cost controls for 1980-81 by 109% of a million dollars.

The Association has not provided any percentage analysis of what would happen if all Q's were moved back, since under the Association proposal this would only be fair.

D. Discussion. On the proposed method of applying the cost of living supplement, there are three conditions which the arbitrator believes need addressing. The first is whether only 75% of the salary should be used as a multiplier to determine the cost of living supplement. The arbitrator finds no persuasive argument in the positions of either party as to why it should or should not be. Although the practice in other units of employees in the District, the City of Racine, and the County of Racine is to use the full percentage change in the CPI, the principal question here is what do the offers produce in terms of take home pay as compared to the salaries of teachers in comparable districts.

The question of whether the cost of living supplement should be capped is more complex. Already by April of 1980 the CPI-U stands at 242.5 for the National CPI-U, and is moving upward at a rate of 14.7% per annum. Now the arbitrator takes notice of the fact that a severe depression is predicted by leading national economists. Whether this slows up the rise in the consumer price index however is doubtful; and therefore if the inflation continues over a period of years, the cap proposed by the District will cause a lag on top of the lag proposed in the use of 75% of the salary as a multiplier. Such a lag might be overcome in future negotiations by increasing the base. However, such negotiations are two years off under the District offer. The arbitrator then believes that the cap on the CPI beyond which the District will not pay will tend to create a "catch-up" situation.

On the matter of the year to which the last "Q" in the COL proposals are assigned also presents a complex problem. The arbitrator in reviewing the history of the parties believes that the District practice of applying the quarterly payment to the year in which it is paid is logical from an account keeping method and especially for keeping under statutory ceilings on expenditures.

However, the arbitrator does not find that the Association proposal for a quarterly payment beyond the expiration date of the contract for time within the contract is a defect in the Association offer. The District paid one such payment, and the District is at liberty to attribute it to a time and budget period when it will. It can also use its method of paying during a certain time period in argument on how much it can be expected to pay under cost ceilings.

In sum, the arbitrator believes that as far as the method of applying a quarterly cost of living supplement, the Association offer is the more reasonable since it does not have a cap on the change in the consumer price index and therefore does not aggravate what might be a "catch-up problem", when coupled with the 75% limitation on salary used as a multiplier.

The arbitrator also believes that the District offer on the COL supplement is to be considered exactly as the offer reads, namely an eleven quarter offer for the supplement and that Q12 of the previous offer, while it can be used by the District properly to calculate its costs in a given school year, is not to be attributed as part of this offer. In effect the District is not doing what it did in its last offer, agree or obligate itself morally or otherwise to make a payment under a contract already having expired. In effect, too, it is presenting to the Association that it will have to bargain for a September 1982 COL supplement under a new agreement. This arbitrator does not necessarily believe this is a defect in the District offer, nor does it necessarily place the Association at a disadvantage in maintaining salary rates.

The Association offer commits the District to a payment to be made at the end of September, 1980 even though the contract would expire on August 24, 1980; but this new payment can be included as a payment in the next year's budget just as the District did for Q12.

XIV. ISSUES V AND VI: TOTAL SALARY OFFERS ON BASE PLUS COLS COMPARED

A. It is now necessary to address the more difficult problem of what the take home pay of the teachers would be under either offer in the form of base pay and the cost of living supplement, and to make comparisons with the salaries of teachers in comparable districts. For this purpose, it is useful and necessary to summarize or otherwise abstract a number of the exhibits presented by the parties, and to try to find some basis of comparison between the offers, and then between the offers and similar payments in comparable districts. The arbitrator will abstract some of the data furnished by the parties in an attempt to develop true comparisons.

B. Abstractions from Association Exhibits. The Association method of calculating its proposed base is as follows (Tab 2, 11):

1978-79 B.A. Base	\$ 9,425.00
Q9 COLS	309.44
Q10 COLS	361.87
Q11 COLS	433.83
Q12 COLS	<u>505.79</u>
Total	\$11,035.93

It calculates that for the 1979-80 school year, using the full COL with no percentage or other caps, the total base wage figured at actual CPI and 12% increase thereafter will be as follows for its proposal (Tab 2, 11):

1979-80 B.A. Base	\$11,036.00
Q1 COLS	79.86
Q2 COLS	190.92
Q3 COLS	255.81
Q4 COLS	<u>358.13</u>
Total	\$11,920.72

The Association also made reports on past base and starting salaries (which have been different) and estimates on future salaries, using for the future estimates known actual Q's and District caps. The following table is derived from Assn. Ex. Tab 2, 2-5:

TABLE III

ASSOCIATION ESTIMATE OF BASE AND STARTING SALARIES
FOR SELECTED YEARS, USING DISTRICT CAPS FOR 1979-1982

Year	Base + COLS	% Inc.	Starting Salary	% Inc.
1969-70	7,079		7,079	
1973-74	7,900	11.6	7,900	11.6
1974-75	8,933	13.1	8,933	13.1
1975-76	9,200	3.0	9,200	3.0
1976-77	9,672	5.1	9,313	1.2
1977-78 (1)	10,218	5.6	9,187	- 1.3
	9,729			
1978-79 (1)	11,036	8.0	9,347	1.7
	10,496			
	9,899			
1979-80 (2)	11,515	4.3	11,515	23.1
1980-81 (3)	12,495	8.5	12,495	8.5
1981-82 (4)	12,739	1.9	12,739	2.0

- (1) Teachers entering received a lower base. Association terms this a "rolling bench mark".
(2) Total computed using actual Q1 CPI-U and District caps for Q2-4; \$10,900 Base.
(3) Total computed using District's CPI-U for Q5-8, \$10,900 Base.
(4) Total computed using District's CPI-U for Q9-11, \$10,900 Base.

On the basis of this data the Association contends the following:

TABLE IV

PERCENTAGE CHANGES IN BASE SALARY, STARTING
SALARY, AND C.P.I., DISTRICT OFFER (1)

Year	CPI	% Change CPI	Base Salary	% Change	Starting Salary	% Change
1969-70	110.7		7,079		7,079	
1978-79	197.8	78.7	11,036	55.9	9,348	32
			10,496			
			9,899			
1979-80	221.1	99.7	11,515	62.6	11,518	62.6
1980-81	247.6 (2)	123.7	12,494	76.5	12,494	76.5
1981-82	274.2 (2)	147.7	12,739	80.0	12,739	80.0

- (1) Assn. Tab 2, pp 6-7
(2) Dist. CPI caps used

The following two tables are derived from Association exhibits:

TABLE V

PROGRESS THROUGH B.A. LANE, 1969-1982
COMPARED TO CPI CHANGES (1)

Year	Step	CPI	% Change	Salary	% Change
1969-70	1	110.7		7,079	
1978-79	10	197.8	78.7	15,423	117.0
1979-80	11	221.1	99.7	16,552 (2)	133.8
1980-81	12	247.6	123.7	18,461	160.8
1981-82	13	274.2	147.7	19,332	173.1

(1) From Assn. Tab 2, p. 8

(2) District caps used - \$10,900 Base

TABLE VI

CHANGES IN MAXIMUM SALARY (LEVEL IX, STEP 14)
AND CPI, 1969-1982 (1)

Year	CPI	% Change	Salary	% Change
1969-70	110.7		13,858	
1978-79	197.8	78.7	21,603	55.9
1979-80	221.1	99.7	22,540 (2)	62.6
1980-81	247.6	123.7	24,458	76.5
1981-82	274.2	147.7	24,938	80.0

(1) From Assn. Tab 2, p. 9

(2) District caps used, Q1 - Q4 used, \$10,900 Base

The Association made estimates of what it thinks will be the salary effect of the District's three year offer. The Association used the Q12 COL supplement of the previous agreement, the \$10,900 base offer of the District and the District caps. Twelve different schedules were generated for the first year because of re-stepping. The following data is abstracted from the Association computations thus made (Tab 2, 13-32):

TABLE VII

ASSOCIATION ESTIMATE OF SALARIES AT SELECTED STEPS UNDER
DISTRICT OFFER (Q12, 1977-79 AGREEMENT, Q1-11 PROPOSED AGREEMENT)

Year	Schedule Description	BA	MA = 24	
			Step 14	Step 16
1979-80 (Q12, Q1,2,3)	Sch. 1. Teachers at top prior to 1979-80 (515 Teachers)	11,774	23,047	24,413
	Sch. 2. Normal. Great bulk of teachers. Bench, 1976	11,759	23,018	24,383
	Sch. 3. Bench 1976. Teachers one extra step	11,746	22,988	24,354
	Sch. 5. Bench 1977. Normal	11,622	22,749	24,098
	Sch. 7. Bench 1977. Two extra steps	12,063	22,707	24,056
	Sch. 9. Bench 1978	11,470	22,452	23,784
	Sch. 10. Bench 1978. One extra step	11,464	22,440	23,771
	Sch. 11. Bench 1978. Two extra steps	11,915	22,428	23,759
	Sch. 12. Bench 1979	11,268	22,057	23,364
1980-81 (Q4-7)	Sch. 13. DOE prior to 9/80-locked	12,249	23,977	25,398
	Sch. 14. DOE prior to 9/80-normal	12,241	23,962	25,383
	Sch. 15. DOE 9/80	12,004	23,497	24,890
1981-82 (Q8-11)	Sch. 16. DOE prior to 9/81-locked	13,230	25,898	27,433
	Sch. 17. DOE prior to 9/81-normal	13,216	25,870	27,405
	Sch. 18. DOE 9/81	12,739	24,938	26,415

The percentage change in the BA level between Schedules 2 and 14 is 4.1% and between Schedules 14 and 17 is 8.0%.

It should be noted that the above salaries depend on when a teacher was hired and what the previous year's salary level was (TR. I, 42).

There are 226 teachers of an estimated 1540 in the half-step phase of the previous salary schedule; 118 of which are in the BA lane. The monthly salaries for these teachers came to \$3,194,329 for December 1979 (Assn. Tab 2, 33-34).

The Association in a series of exhibits noted that teachers given credit for some years of experience were hired at levels above the A and B levels under the former agreement. Thus a teacher, C, was hired at Step 1 in 1977, being given credit for two years of experience. Another teacher, K, was hired at Step A having no experience. In September 1979, C was at Step 3, and K at Step 1. The District then implemented its own resteping proposal placing K at Step 3, but not advancing C another two steps although he has five years of experience. The Association concurs in K's placement, but holds that C was unfairly treated. It listed 105 teachers with experience credit who were denied advancement (Tab 2, 41-46), 38 teachers received less than two steps in higher placement, and 211 teachers received 2 steps or more (Assn. Tab 2, 46-59).

The Association produced a calculation of the cost of 1978-79 using the base of \$9,425, and 1,515 teachers, without the cost of increment. This came to \$20,846,576 or an average of \$13,760 per teacher (Tab 2, p 61-62). This was a cost at the end of June 1979.

This same calculation using the same cohort of 1,515 teachers and including an increment for every one eligible for the next year comes to \$21,264,449 or an average of \$14,036 per teacher; a 2% increase attributable to the increment. This was considered a maximum exposure for costs.

However, in September 1979 there was a different distribution in lanes and steps of the teachers. There were now 1,541 teachers. The Association calculated the annualized cost based on the base of \$9,425. This brought the annualized cost to \$21,403,284 or \$13,889 per teacher on the average.

Following this the District resteped persons hired at the A and B schedules, implemented its proposal of a base at \$10,900 and employed 1,553 teachers by December 1979. The Association then estimated the annualized cost to be running at \$25,194,644, or \$16,630 per teacher (Tab 2, p 65-69). This figure did not include the Q12 cost of \$1,017,000 paid by the District (TR. I. 61).

C. Abstractions from District Exhibits. The District estimated certain rates and costs for its own and the Association offers for the period from 1979-82. The following table reflects the basic salary schedule without the COL supplement and the costs the District derives therefrom, considering each teacher having advanced, with no change in teacher complement (Dist: Ex. C-1, 5-22):

TABLE VIII

A. BASIC SALARIES FROM 1979-1982

	BA Step 1	MA Step 1	MA = 24 Step 14	Step 16	% Difference
District Offer	\$10,900	\$11,990	\$21,337	\$22,601	
Association Offer	11,036	12,140	21,603	22,883	1.25

B. COST OF SALARIES ON BASIC SCHEDULE,
1515 TEACHERS, NO COL, ALL TEACHERS ADVANCING

Year	District Offer				Association Offer	% Inc.
	Steps A & B Removed	% Inc.	Steps A & B & Others Removed	% Inc.		
1979-80	\$24,775,863		\$24,881,268		\$25,191,644	
1980-81	25,296,657	2.1	25,390,612	2.0	25,707,346	2.0(1)
1981-82	25,748,934	1.8	25,825,885	1.7	26,149,100	1.7(1)

(1) The District projects the Association offer as if it were to continue for three years.

The District provided information on what it contends the 1978-79 salary levels were, using Q's 8-11 of the previous agreement. The following table is an abstraction of this information (Dist. Ex. C-1, 24-28):

TABLE IX

1978-1979 BASIC SALARIES AS COMPUTED BY DISTRICT
INCLUDING Q8, Q9, Q10, Q11 FROM 1976-1977 AGREEMENT (1)

Level and Step	Base	To Q11	Q12 COL	Total with Q12
BA, Step 1	9,425	10,796	506	11,302
MA, Step 14	17,132	19,625	769	20,394
MA + 24				
Step 14	18,449	21,133	970	22,103
Step 16	19,543	22,387	1,049	23,436

(1) From Dist. C-1, 28 and 29

The District made the following estimates of its salary levels at selected steps under its offer for 1979-80:

TABLE X

BASIC SALARY, \$10,900 BASE, 1979-1980, DISTRICT OFFER
AND TOTAL PAYMENT BY DISTRICT FOR 1979-1980 (1)

Level and Step	\$10,900 Base Plus Q1, Q2, Q3 1979-1980	Q12 of Previous Agreement	Total
BA, Step 1	11,266		11,266
MA, Step 14	20,478	719	21,197
MA + 24,			
Step 14	22,054	970	23,024
Step 16	23,360	1,047	24,407

(1) From Dist. C-1, 64 and C-1, 29

The following is information derived from District Exhibit C-1, 67-78:

TABLE XI

BASIC SALARY, \$10,900 BASE, PLUS COLS, DISTRICT OFFER FOR
TEACHERS ADVANCING FROM STEP 13 TO 14
1979-80, 1980-81, 1981-82

MA+24 (IX)

The following information is derived from District Exhibit C-1, 80-82:

TABLE XII

BASIC SALARY FOR TEACHERS REMAINING AT
STEP 14 OR STEP 16
1979-80, 1980-81, 1981-82, DISTRICT OFFER

Step 14	BA (IV)	% Inc.	MA (VII)	% Inc.	MA+24 (IX) Step 14	% Inc.
1978-79					21,133 (1)	
1979-80	18,355		21,397		23,044 (2)	9.0
1980-81	19,078	4.0	22,265	4.0	23,978	4.0
1981-82	20,607	8.0	24,049	8.0	25,899	8.0
Step 16						
1978-79						
1979-80	19,276		22,566		24,409	
1980-81	20,056		23,478		25,397	
1981-82	21,666		25,360		27,432	

The District also provided information on the salaries at hiring for teachers 1979-1982, and progressions. The following table is derived from District Exhibit C-1, 82-83:

TABLE XIII

HIRING SALARIES FOR TEACHERS AND PROGRESSION
1979-1982

A. Teacher Hired in 1979

	BA	% Inc.	MA	% Inc.	MA+24	% Inc.
1979-80						
Base, Step 1	10,900		11,990		12,644	
+ COLS, <u>Total</u>	11,266		12,392		13,069	
1980-81						
Base, Step 2	11,336		12,470		13,150	
+ COLS, <u>Total</u>	12,729	13.0	14,002	13.0	14,765	13.0
1981-82						
Base, Step 3	11,772		12,949		13,656	
+ COLS, <u>Total</u>	14,279	12.1	15,697	12.1	16,552	12.1

(1) Table XII. Dist. Brief, p. 20, See Table XVI

(2) Table XII. This cost appears as \$23,024 in Table X.

TABLE XIII (continued)

B. Teacher Hired 1980-81

	BA	MA	MA+24
1980-81			
Base, Step 1	10,900	11,990	12,644
+ COLS	12,002	13,205	13,924
1981-82			
Base, Step 2	11,336	12,470	13,150
+ COLS	13,740	15,114	15,938

C. Teacher Hired 1982-83

1982-83	10,900	11,990	12,644
+ COLS	12,740	14,013	14,778

The District estimated salaries at selected steps under the Association proposal of a \$11,036 base for three years, even though the Association proposal is for one year only. Nevertheless the arbitrator includes extracts of information from all three years (Dist. C-1, 86-97):

TABLE XIV

DISTRICT ESTIMATE OF SALARIES AT SELECTED LEVELS
AND STEPS, ASSOCIATION PROPOSAL, ACTUAL AND EXTENDED
1979-80 (ACTUAL)*

	BA	MA	MA+24
Step 1	11,899	13,088	13,802
Step 14	18,531	21,628	23,291
Step 16	19,484	22,805	24,671
1980-81**			
Step 1	13,175	14,494	15,282
Step 14	20,519	23,949	25,791
Step 16	21,573	25,253	27,318
1981-82***			
Step 1	14,499	15,950	16,818
Step 14	22,583	26,356	28,383
Step 16	23,741	27,790	30,064

* Dist. C. 86. Q1, Q2 - actual; Q3, Q4 - estimate of 12% per year
Dist. c. 85, Kiplinger Newsletter. See also TR II, 96.

** Dist. C. 88-92

*** Dist. C. 93-97

The District in its Brief offered some tables which need consideration here. The first table dealt with base salaries and percentage increases as compared to the CPI. The following table is from the District Brief, pages 18-19:

TABLE XV

BASE SALARIES, 1969-70 TO 1975-76 AND
PERCENTAGE INCREASES COMPARED TO THE CPI

Year	Assn.	Base Salaries		% Inc.	CPI Inc.
		% Inc.	Dist.	% Inc.	
1969-70	7,079		7,079		
1970-71	7,500	5.9	7,500	5.9	5.6
1971-72	7,500 (1)		7,500 (1)		4.4
1972-73	7,700	2.6	7,700	2.6	2.9
1973-74	7,900	2.5	7,900	2.5	2.9
1974-75	8,450 (2)		8,450 (2)		
(01-04)	483 (3)	(01-03)	397 (3)		
	8,933	13.1	8,747	10.7	5.0
1975-76	8,450 (2)		8,450 (2)		
Base Inc.	9.63		9.63		
	740 COLS		766		
	9,200	2.98	9,225	5.46	14.7

- (1) Retirement was paid this year as a benefit by the District
(2) Base
(3) COLS

The District in its Brief also provided information on salaries at the top of the schedule (Dist. Brief pages 19-20). The following is an abstraction:

TABLE XVI

TOP OF SCHEDULE COMPARISONS

Year	Assn.	Q's	% Inc.	Dist.	Q's	% Inc.	CPI % Inc.
1969-70	13,858			13,858			
1970-71	14,681		5.9	14,681		5.9	5.6
1971-72	14,681		0.0	14,681		0.0	4.4
					Dist. Paid STRS \$601)		
1972-73	15,073		2.6	15,073		2.6	2.9
1973-74	15,464		2.5	15,464		2.5	7.47
1974-75	17,024 (Q1-Q4 Incl.)	10.8	16,837 (Q1-Q3 Incl.)		8.8	5.0	
1975-76	16,564 (Split Base)		16,654 (Split Base)				
	736 (Q5-Q7)		918 (Q4-Q7)				
	17,300	1.6	17,572		3.8	14.7	
1976-77	18,348 (Split Base)		18,348 (Split Base)				
	496 (Q1-Q4)		267 (Q1-Q3)				
	18,834	8.92	18,615(1)		6.5	5.5	
1977-78	20,001		18,449				
		6.13	1,260 (Q4-Q7)		5.3		
			19,709				
1978-79	21,603		18,449				
		8.0	2,684 (Q8-Q11)		7.2	7.9	
			21,133				
1979-80	22,540 (Q1-Q4)	4.3	23,044 (Q12, Q1, Q2, Q3)		9.0	11.7	

- (1) The District in this table gives an erroneous total of 18,715.96 with a percentage increase of 7.05%.

The District in C-1, 101-102 asserts that a comparison between persons hired at the B level in 1978-79 and persons hired at Step 1 at all levels would show a 23% increase. Under the Association offer this would come to 30%.

The District also says that the increase for employees moving from Step 6 to 7 from 1978-79 to 1979-80 had an increase ranging from 12.4% to 13.2%, whereas under the Association offer and including the new feature of dental insurance, it ranges from 20.2% to 20.8%. The District in the above calculations uses Q12, Q1-3, and attributes to the Association offer Q12, Q1-4.

For persons remaining at Step 14 the District says its offer comes to 9% whereas the Association offer adding dental insurance comes to 16%.

The District in C-1, 103-104 showed the percentage of persons under the changed hire rate, moving from Steps 6 to 8, and 12 to 14, and staying at 14 from the periods from 1978-79 to 1980-81, and from 1978-79 to 1981-82. A dental increase was shown in the latter years. The highest percentage change was for the hire rate. The percentage increase under this method for the period 1978-79 to 1980-81 was 33.5% approximately and the period from 1978-82 was about 41.5%.

D. The Association's Position on Total Salary. The Association raises the issue of the inclusion of half steps in its own proposal and the lack of the half steps in the District proposal. The practice of half steps in the schedule for those hired in mid-year however has not been stated in any previous agreement. Because the District has not included the proposal in its offer, the Association is no longer sure what will happen to teachers so situated, because the new agreement when adopted will supersede and cancel all previous agreements, verbal and otherwise, according to Article XXI, Section 1. The District has argued before that past practice has no effect, so the Association insists on security.

Other positions of the Association have been stated in its argument against caps, and will not be repeated here.

E. The District's Position on Total Salary. The District makes extensive arguments in support of its offer. It contends first that the Association Exhibits (see Table IV) purport to show that persons who moved through the steps in one lane did not keep pace with the CPI; but the District says that this does not show lane changes, and the District offer for 1979-80 does more "catching up" with the CPI than was done over the entire period from 1969-1970 through 1978-79. The District further holds that the Association argument on the placement of Q12 makes no sense. The District supplied a table (see Tables XV, XVI) on how it figures base salaries and places Q payments, and it states that comparisons on base or hire steps after 1975-76 become meaningless because of the new hire step at Step A. However with respect to the top of the schedule (see Table XVI) the District contends that the Association version of Q allocation produces absurdities requiring a settlement of 10.8% in 1974-75 compared to an inflation rate of 5% and a settlement of 1.6% in 1975-76 compared to an inflation rate of 14.7%. In 1976-77 the Association version of an increase would give the teachers 8.92% with an inflation rate of 5.5%.

The District contends that the Association version produces anomalies also in the third year of the 1977-79 contract by giving an 8% increase in the top rate at the end of a three year contract when the inflation rate was only 7.9%.

Moving a September COL payment back produces an extreme effect on percentages because the September payment is much bigger than the average of the three preceding COL payments. The effect does not occur when there is no COL. The September COL is new money, merely differently described. The District contends that the extreme effect becomes absurd when applied to Q12 for 1979-80. The District offer closes the alleged gap between the COL and salary compared to the last 10 years.

The District argues that if the data of the Association purports to show that Racine has never kept pace with the CPI, then there is a question as to why it should now with uncontrolled and unaffordable rates of increase.

The District says that the Association data does not reflect lane changes. A person can double income over 10 to 12 years with just lane changes.

The District also objects to the Association picking 1969-70 as its base and says that this was a period of teacher shortage, and it is possible that the base amount paid was ahead of others. Further the Association does not fully show what benefits the teachers received during the period of time shown in the Association exhibits, because the District picked up the state teachers retirement fund costs and picked up most of the increased cost of health insurance.

The District in reviewing the intent and significance of its exhibits says that Q12 must be considered as part of the cost of the 1979-80 proposals, and that the true cost of the Association proposal under its offer is the new base it proposes plus Q12 of the previous Q series and Q1-Q4 of the proposed series.

The District says that if the Association is given the award, it will increase its insistence on a 100% uncapped COL and on the present method of cost allocation and the District's ability to resist such insistence would be greatly reduced because of the pressures of the interest arbitration law and so it will be for all other local units of government.

The District notes that in its exhibits C 100 - C 104, it calculated increases by including Q12, Q1-4 in the Association offer. Under the Association theory there would be no "Q12" in 1981-82, but the District says that any such payment of course would be open for bargaining.

The District notes that the Association only dealt with the base salaries and did not show what effect an uncapped COL supplement would have on the other salaries.

The District notes that the Association calculates its own base offer to be worth \$11,920.72 for 1979-80 while the District calculates the same base to be \$11,899, about \$20 apart. The District calculates the value of its base offer to be \$11,266 (including Q1, 2, 3) while the Association calculates this base offer to be at \$11,914.69, presumably by adding Q4 under the theory that a September payment is attributable to the previous year. This makes the base offer even more out of line with any other comparable district. This is further evidence that the theory of attributing September payments to the previous year is unjustified.

The District notes that it calculates the salary of a teacher remaining at the top of Step 14 and including Q12, Q1-3 to be \$23,044 for 1979-80 as compared to the Association calculation of \$23,047, also under the District offer. However, the Association did not make a calculation of its own offer for that period. The District calculates the Association offer for that level (MA + 24) to be \$24,281 and includes Q12, Q1-4 .

F. Discussion. The arbitrator has given an extensive summary of the issue of base salary plus the cost of living supplement to illustrate several points. One is that there is a basic difference between the parties of what is being asked by the Association and offered by the Employer. Secondly, as a derivative therefrom, there is an immense difficulty in establishing what amounts of money are being asked and attributable to what period of time. It is necessary for purposes of comparison to compare things of like nature.

One key to the situation is in deciding to what agreement Q12 is to be attributed, and following that, to what group of Q's and to what basic salary schedule Q12 is to be attributed.

The arbitrator, as indicated before, in reviewing the documentation, is of the opinion that Q12 is to be attributed to the 1977-79 agreement and is to be grouped with payments Q9, Q10, and Q11. He derives this opinion from the District proposal (Jt. 1, p. 22) Article XII, 2, d (3) in which it says that the cost of living payment for October 5, 1979, shall be made in the manner in which it was previously paid. This Q12 is mentioned also in the previous agreement, and although the payment was made after the previous agreement expired, it appears to have been an agreed upon payment that was made, a payment agreed upon in the earlier contract.

This judgment of the arbitrator does not necessarily affect the manner in which the District school year budget and expenditures are determined. The District has the authority to attribute a payment to the budget year in which the payment is made. Also, this judgment of the arbitrator does not require the District to also include Q4 of the proposed new offer of the Association in the 1979-80 school year; Q4 can be attributed to the 1980-81 budget year.

The arbitrator, in attributing Q4 to the 1979-80 school year for salary comparison purposes, also puts some stock in the numbering system of the Q's, which in both offers starts with Q1 between September 1 and November 30, 1979. Thus for comparing salaries the placement of Q4 in the 1979-80 school year seems well justified.

The arbitrator recognizes that this leaves the District with a proposal to pay only three COL supplements in the 1981-82 period. However if the Association is dissatisfied that the District is proposing to make sure it does not have a COL obligation beyond the life of the agreement, the Association can seek to remedy its objection at the bargaining table at the expiration of the agreement.

This associating Q4 with Q1, Q2, and Q3 is also made necessary in order to ascertain what the District will pay as well as what the Association will pay during the same period of time. From data supplied in the tables and in the exhibits the arbitrator has attempted to derive comparative proposals.

The table is supplied herewith:

TABLE XVII

COMPARISON OF SALARY OFFERS, USING COMPARABLE QUARTERS
1978-79 AND 1979-80 AT SELECTED LEVELS AND STEPS (5)

<u>District Offer - \$10,900 Base</u>								
	BA Step 1	% Inc.	MA Step 1	% Inc.	MA+24 Step 14	% Inc.	Step 16	% Inc.
1978-79								
Actual Salary	11,036 (1)		12,141		21,602		22,883	
1979-80 (Q1-4								
incl) (2)	11,511	4.3	12,664	4.3	22,536	4.3		
1980-81 (Q5-8								
incl) (2)	12,494	8.5	13,744	8.5	24,458	8.5		
1981-82 (Q9-11								
incl) (2)	12,739	2.0	14,013	2.0	24,938	2.0		
<u>Association Offer - \$11,036 Base</u>								
1978-79	11,036 (1)		12,141		21,602		22,883	
1979-80 (Q1-4	11,899 (3)	7.8	13,088 (3)	7.8	23,291 (3)	7.8	24,671 (3)	7.8
incl)	11,921 (1)	8.0	13,114 (1)	8.0	23,334 (1)	8.0		
	11,921 (4)	8.0						

- (1) Salary total reported in Assn. Tab 2, 11. Other figures calculated using multipliers shown on Tab 2, p. 11. Base \$9,425.
- (2) Multipliers obtained from Assn. Tab 2, 13
- (3) Dist. C-1, 86
- (4) Assn. Tab 2, 11. Calculation by Association for this item only.
- (5) Date of Employment, 1976 or before.

This table shows that the District would pay a 4.3% increase for actual wages at the same step above the 1978-79 level reached, and it would offer a 8.5% increase in 1980-81, and a 2.0% increase in 1981-82, covering the year up to August, the expiration of the proposed contract. The table shows data similar to that found in Table III in the "Base and COLS" column.

The table also shows that there are several different calculations for the amount paid in 1979-80 under the Association offer. The District's calculation shows a 7.8% increase, the Association shows a 8.0% increase.

It should be recognized also that this table does not reflect either the automatic advance in salary of employees who are below the top step; nor does it reflect the salaries of teachers moving to a higher level; nor does it reflect teachers in the upper steps leaving to be replaced by teachers at lower steps.

This table also indicates that using Q1, 2, 3, 4 of the proposed agreement instead of Q12 of the previous agreement and Q1, 2, 3 of the proposed agreement, produces a percentage drop in the District offer of about 2% (See Table VII).

It should also be noted that the top levels shown for teachers in Table XVII do not conform with the top levels shown in Table VII which is an abstraction of the Association's calculation of what it thinks the District offer will produce, and uses different Q's. Nor does Table XVII conform to the District's own estimate of its wage totals for each given year.

Here one comes to the heart of the difference between the parties in calculating their wage offers. As shown in Table XVI, the District only attributed three quarters of COLS to the first year of the 1976-79 period (a contract was agreed to in 1977). The effect of this is to leave the twelfth quarter thrust into the 1979-80 year. The twelfth quarter payment when added to the eleven other quarters of the proposed new agreement swells the total, and when allocated among the years and considered as new money swells the claimed yearly wages being given at the various levels and steps. The asserted higher wages also therefore produce claims of a higher percentage increase, and also assert wages at a higher level for comparison purposes than would otherwise be the case.

This arbitrator, however, as noted above, does not believe that the Q12 payment agreed to in the 1977-79 Agreement (p. 45) can properly be attributed as a payment to be included in judging wage levels under the new proposals. While the calculations are not to be barred for exhibit purposes and make an interesting argument for a new eleven quarter agreement, yet the District's calculations are not persuasive in convincing the arbitrator that the District proposal really is paying 12 quarterly payments under the new proposal of the District rather than 11 as the proposal actually puts forth.

When Q12 of the previous agreement is allocated to the agreement under which it arose, then the percentage increases in salaries actually received are properly shown in the percentage column in Table XVII reflecting the Association's method of calculation, and that the District offer at MA+24, Step 14, is really about a 4.3% increase.

One may also conclude from Table XVII that the District offer with the COL supplement and advance of teachers comes to about another 2% (see Table VIII) for a total of about 6.3% for 1979-80.

The foregoing discussion has been involved, reflecting the complexity of the calculations resulting from the allocation of Q's and the difference in the actual offers. The arbitrator concludes that the District offer may amount to about a 6.3% increase on wages only, and the Association offer may amount to 10.2%. The District offer comes to about 10.5% for 1980-81 and about 4% for 1981-82.

The pattern of the low increase in 1981-82 is related to the application of three Q's in that period and is similar to a drop which occurred in 1975-76.

It is the arbitrator's conclusion that on the basis of the foregoing discussion, the Association position seems more reasonable as to the method of application of the Q's, and the calculations and percentages so derived are more reasonable for comparison purposes for the year 1979-80. This judgment does not address the matter of duration which is an important factor and must be considered separately, nor does it make an advance judgment of how the results thus obtained compare with salaries in other districts.

Relative to the matter of half-steps which are included in the Association offer by reference in the actual salary schedule and not elsewhere referred to, and which are absent from the District's offer, the arbitrator does not consider such absence to be a fatal defect in the District offer. It appears from testimony that no reference was made to half-steps in the past although the practice existed. The District through its attorney indicated it intended to continue the half-steps. Of this assurance the Association is uncertain, but the absence is not considered by this arbitrator as a defect of such character as to vitiate the District position.

Relative to the District exhibits C-1, 101-104, showing percentage increases, the percentage increases represent a change in the level of hiring in which the District has eliminated Steps A and B, and added the dental increase, and also the District's uses of Q12, and three other Q's, whereas it attributes Q12 and four other Q's to the Association.

The changes also represent in some examples advance in the steps.

The arbitrator discounts the value of the exhibits for the way the Q's are applied; the arbitrator's views on this have been expressed earlier. He also discounts the introduction of the dental costs here. The dental costs are more appropriately applied under the subject of over-all costs. However the exhibit has value for reminding one that the District has incurred costs in raising the hire rate, and also that advance in the steps is an item of cost. The best way to address this matter is to look at over-all costs.

The matter of how the salary increases conform to the change in the CPI and how they compare with other salaries will be addressed later. This section has been principally devoted to ascertaining a common basis for comparison.

XV. ISSUES V AND VI: SALARY TOTAL COSTS

The District provided information on Total Costs without roll-up or fringes. The following table is derived from C-1, 105-110:

TABLE XVIII

DISTRICT'S ESTIMATE OF COST AND PERCENTAGE INCREASE
OF OFFERS, BASED ON 1515 TEACHERS, FOR SALARY
AND COL SUPPLEMENT ONLY

Year	District			Association		
	Total	\$ Increase (over 1978-79)	% Inc.	Total	\$ Increase	% Inc.
1978-79						
(Incl Q8-11)	24,142,123			24,142,123		
1979-80						
(Incl Q12, Q1-3)	27,067,074	2,924,951	12.1	28,625,105	4,482,982	18.56
(Incl Q12, Q1-4)					4,758,174	19.7
Plus Dental						
1980-81						
(Q4, 5, 6, 7)	28,820,902	4,678,779	19.3			
Plus Dental	29,145,902	5,003,779	20.7			
1981-82						
(Q8, 9, 10, 11)	31,639,410	7,497,287	31.0			
Plus Dental	31,964,410	7,822,287	32.4			

Costs are not projected in this table for an extension of the Association's offer beyond 1979-80 since the Association's offer is for one year only.

The following table is abstracted from District Exhibit C-1, 109-110:

TABLE XIX

DISTRICT ESTIMATE, COST AND PERCENTAGE INCREASE
OF OFFERS, BASED ON 1515 TEACHERS, WITH ROLL-UP
AND FRINGES (1)

Year	District			Association		
	Salary Costs	Total	% Inc.	Salary Costs	Total	% Inc.
1978-79	24,142,123	29,844,144		24,142,123	29,844,144	
1979-80	27,067,074	33,486,210	12.2	28,625,015	35,554,212	19.1
1980-81	28,820,902	35,963,193	20.5			
1981-82	31,639,410	39,371,871	31.9			

(1) See Dist. Ex. G, page 3 for a different estimate of salary and total costs for 1979-80.

The information supplied with these tables does not indicate if they reflect increases due to increment or lane changes and assumes that everyone remains static.

Because of the previous judgment made by the arbitrator that the disparity of allocation of quarters does not lead to a proper comparison of what is being offered, the arbitrator has developed the following two tables to produce like comparisons. These tables are based on the conclusion that Q12 is properly a part of the 1977-79 Agreement, as stated before, and under this assumption an attempt is made to estimate total costs and percentage increases.

TABLE XX

SALARY COSTS APPLYING Q12 TO 1978-79
COSTS, AND Q1-Q4 TO 1979-80, 1515 TEACHERS

	District	% Inc. From 1 Yr. Previous	Base Year	Association	% Inc. From 1 Yr. Previous
1978-79 Costs					
Salary Schedule	20,847,541				
Extra Curricular	352,049				
Q9	663,941				
Q10	778,647				
Q11	935,321				
Q12	<u>1,053,185</u>				
	24,630,684			24,630,084	
1979-80 Costs					
District					
Salary Schedule	24,775,863			25,191,644	
Extra Curricular	406,000			412,000	
Q1	134,469			182,301	
Q2	279,443			435,812	
Q3	418,114			583,931	
Q4	<u>556,783</u>			<u>766,232</u>	
	26,570,672	7.9		27,571,920	11.9
1980-81 Costs					
Salary Schedule	25,296,697				
Extra Curricular	406,000				
Q5	712,221				
Q6	853,806				
Q7	995,393				
Q8	<u>1,139,123</u>				
	29,403,240	10.7	19.4		
1981-82 Costs					
Salary Schedule	25,748,934				
Extra Curricular	406,000				
Q9	1,303,606				
Q10	1,447,723				
Q11	<u>1,594,023</u>				
	30,500,286	3.7	23.8		

The effect of this table is to reduce the percentage changes in salary which the District through its exhibits C-1, 105-110 claims to be the case. Thus the District's costs for 1979-80 appear as a 7.9% increase rather than a 12.1% increase, and the Association's offer appears as an 11.9% increase instead of an 18.6% increase.

Table XX furnishes data useful for total costs including fringes. This is shown in Table XXI. In its own tables on roll-up the District imputed a value to sick leave. The arbitrator has eliminated this since, while it is useful for some purposes to know this, it does not appear to be an additional cash expense.

TABLE XXI

SALARY COSTS AND PERCENTAGE INCREASES WITH
ROLL-UP AND FRINGES, APPLYING Q12 TO 1978-79
AND Q1-Q4 TO 1979-80, 1515 TEACHERS, ACTUAL EXPENSE (1)

	District	% Inc. Prev. Yr.	% Inc. Base Yr.	Association	% Inc. Prev. Yr.
1978-79					
Total Salary	24,630,684				
FICA (.0609)	1,500,009				
Retirement EE (.045)	1,108,380				
Retirement ER (.069)	1,699,517				
Health Insurance	908,437				
	<u>29,847,027</u>				
1979-80					
Total Salary	26,570,672			27,571,920	
FICA (.0613)	1,628,782			1,690,159	
Retirement EE (.045)	1,195,680			1,240,736	
Retirement ER (.067)	1,780,235			1,847,318	
Health Insurance	908,437			965,616	
	<u>32,083,806</u>	7.5		<u>33,315,749</u>	11.6
With Dental Ins.				<u>275,192</u> (2)	
				<u>33,590,941</u>	12.5
1980-81					
Total Salary	29,403,240				
FICA (.0641)	1,881,807				
Retirement EE (.045)	1,323,146				
Retirement ER (.067)	1,970,017				
Health Insurance	908,437				
Dental Insurance	325,000				
	<u>35,811,647</u>	11.62	20.0		
1981-82					
Total Salary	30,500,286				
FICA (.0665)	2,028,269				
Retirement EE (.045)	1,372,511				
Retirement ER (.067)	2,043,519				
Health Insurance	908,437				
Dental Insurance	325,000				
	<u>37,179,802</u>	3.82	24.6		

- (1) The sick leave value imputed by the District in Dist. C-1, 109, is not included herewith as it is not an expense similar to the out of pocket expenses listed above.
- (2) This item is disputable as to whether it will become an actuality.

With tables XVII, XX, and XXI it is possible to make some comparisons between what the District claims the salaries will be and what the Association claims the salaries will be, and what other districts have.

XVI. ISSUES V AND VI: TOTAL SALARIES COMPARED WITH OTHER DISTRICTS

A. Tables XXII, XXIII, and XXIV are abstractions of District C-2, 114-125 in which the District compared salaries at various steps and ranges between the Racine offers and the ten largest school districts. To these abstractions is added information showing the Association's conception of what it thought its members were being paid and what is being asked. Also, a comparison of the District offer with a \$10,900 base adding Q1-4 for 1979-80 is included.

TABLE XXII

SALARY RANK, TOP STEP, FOR SELECTED LEVELS,
TEN LARGE DISTRICTS, RACINE DISTRICT AND RACINE ASSOCIATION
UNDER DIFFERING METHODS OF ATTRIBUTING Q'S

1976-1977						
	BA	Rank	MA	Rank	MA+24	Rank
District	14,910	6	17,386	4	(18,715 (18,614 (1) 18,444	4
Association						
1977-1978						
District	15,681	6	18,302	6	19,709	4
Association	15,913 (2)	6	18,573	3	20,001	4
1978-1979						
District	16,816	6	19,625	4	21,133	4
Association	17,187 (2)	5	20,060	2	21,603	3
1979-1980 (5) Step 14 or Top Step						
District	18,335	4 (3)	21,397	1 (3)	23,044	1 (3)
Q12, 1, 2, 3						
Association	19,319	2	22,547	1	24,281	1
(Dist. Est.)						
Q12, 1, 2, 3, 4						
Association	18,567	3 (4)	21,670	1 (4)	23,336	1 (4)
Q1-4						
District	17,931	5 (6)	20,926	1 (6)	22,536	3 (6)
Q1-4						

- (1) Arbitrator's correction of addition, Dist. Brief, p. 20
- (2) Calculation made using Assn. Tab 2, 1 and Jt. 1, 13. Association method of calculating cost.
- (3) Rank without Assoc. offer and West Allis
- (4) Rank without District offer and West Allis
- (5) Milwaukee 1979 salary cal.
- (6) District offer using Q1-4.

TABLE XXIII

SALARY RANK, STEP 7, FOR SELECTED LEVELS, TEN LARGE
DISTRICTS, RACINE DISTRICT AND RACINE ASSOCIATION
UNDER DIFFERING METHODS OF ATTRIBUTING Q'S

1976-1977

	BA	Rank	MA	Rank	MA+24	Rank
District	12,246	6	13,619	5	14,413	6
Association						

1977-78

District	12,857	8	14,309	5	15,148	6
Association	13,052 (1)	6	14,527	4	15,379	5

1978-79

District	13,791	5	15,350	4	16,251	5
Association	14,098	3	15,690	3	16,611	3

1979-80

District	15,019 (2)	3	16,712	2	17,689	3
Q12, 1, 2, 3						
Association	15,826 (3)	3	17,610	1	18,639	1
(Dist. Est.)						
Q12, 1, 2, 3, 4						
Association	15,229 (4)	2 (3)	16,948 (4)	2 (3)	17,942 (4)	2 (3)
Q1-4						
District	14,707 (4)	4 (2)	16,368 (4)	2 (2)	17,328 (4)	3 (2)
Q1-4						

(1) Calculation using Tab 2, 1 and Jt. 1, 13. Association method.

(2) Without West Allis and Assn. offer.

(3) Without West Allis and Dist. offer

(4) Calculations, using Q1-4

TABLE XXIV

SALARY RANK, BASE, FOR SELECTED LEVELS, TEN LARGE DISTRICTS, RACINE DISTRICT AND RACINE ASSOCIATION UNDER DIFFERING METHOD OF ATTRIBUTING Q

1976-1977						
	BA	Rank	MA	Rank	MA+24	Rank
District	9,328	9	10,252	7	10,806	7
1977-1978						
District	9,054	10	9,960	10	10,503	9
1978-1979						
District	9,151	10	10,066		10,615	
1979-1980						
District (1) Q1, 2, 3	11,266	5	12,392	6	13,039	5
Association (2) Q1, 2, 3, 4	11,899 (3)	1	13,088	1	13,802	2

- (1) Rank without West Allis or Association
 (2) Rank without West Allis
 (3) Figure shown on Dist. C-1, 86

The District in its exhibit C-II, 111 presented the following table:

TABLE XXV

TEN LARGEST SCHOOLS PERCENTAGE OF INCREASE

	1979-80 Compared to 1978-79 % Inc.	1980-81 Compared to 1978-79 % Inc.
Eau Claire	7.07	
Kenosha Bd. Offer	9.03	18.69
Kenosha EA Offer	9.69	23.68
Green Bay	7.5	
Madison	7.56	
Appleton		
Award to EA	9.18	
Milwaukee, 1979	5.75	
Waukesha	8.8	
West Allis	Not Settled	
Janesville		
Award to EA	9.67	
Racine Bd.		
w/out fringes	12.1	19.3
w/ fringes	12.2	20.5
w/ dental		20.7
Racine EA		
w/out fringes	18.56	
w/ dental	19.7	
w/ fringes	19.1	

The data in this table with respect to the Racine offers and percentages should be compared with the percentages developed in Table XX, which shows the Racine District offer to come to a 7.9% increase for 1979-80 and the Association offer to 11.9 on wages.

District C-3, 132, was a comparison of salaries in the K-12 districts of CESA. The salary levels did not equal those calculated for both the District and the Association in Table XVII, which table the arbitrator believes contains the actual offers of the parties for 1979-80.

The following table is derived from Assn. Tab 2, 71-88 and Tables XXII and XXIV here, and shows comparisons of Racine with certain schools in Milwaukee and Waukesha Counties:

TABLE XXVI

COMPARISON OF RACINE OFFERS FOR 1979-80, Q1-4,
WITH SELECTED MILWAUKEE AND WAUKESHA COUNTY SCHOOLS

District	BA Base	MA+24
Madison	11,100	22,000
Milwaukee (1979)	10,324	21,718 (MA+32) 22,703 (MA+64)
Kenosha (1)	12,000	
Green Bay	11,475	21,688 (MA+45)
Brown Deer	10,964	20,526 (MA+15)
Franklin	10,890	22,433 (MA+30) 23,087 (MA+45)
Greenfield	10,900	23,429 (MA+30) 975 (Long.)
St. Francis	10,950	20,418 (MA) 464 (Long.)
Shorewood	11,102	22,704 (MA+30) 23,148 (MA+45 PhD)
Wauwatosa	10,930	23,609 (MA+30) 24,046 (PhD)
Whitefish Bay	10,850	23,320 (MS+30) 26,049 (PhD)
Whitnall	11,572	25,038 (MA+20)
Fox Point-Bayside	10,700	22,965 (MA)
Glendale-River Hills 1979-80	10,887	23,602 (MA)
Elmbrook	10,868	22,649 (MA+30) 22,865 (MA+45) +586 (PhD)
Waukesha	11,100	21,534 (MA+30) 21,756 (M+30-Field)
Racine District	11,511	22,536
Association	11,899	23,336

(1) KEA Final Offer.

TABLE XXVII

RACINE OFFERS (Q1-Q4) FOR 1979-80 COMPARED TO SALARIES IN
UNION HIGH SCHOOL DISTRICTS IN CESA 18

District	BA Base	MA+24
Burlington	10,600	21,175 (MA+24) 22,542 (MA+36)
Salem	10,500	18,800
Union Grove	10,500	21,000
Wilmot	11,000	21,458 (MA+24) 21,889 (MA+30)
Waterford	10,950	19,630 (MA+18) 500 (Long.)
Kenosha	11,185	21,087
Racine		
District Q1-4	11,511	22,536
Association		
Q1-4	11,920	23,334

The following table is derived from District exhibits and from
Table XVII here:

TABLE XXVIII

COMPARISON OF RACINE OFFERS FOR 1979-80 WITH
SELECTED DISTRICTS IN SOUTHERN MILWAUKEE COUNTY USING Q1-4

District	BA Base	MA+24
Oak Creek-Franklin	11,010	23,561 (MA+30, Step 13) 523 (Added 2 yr.)
Cudahy	11,217	22,210 (MA+24, Step 13) 566 (Added 2 yr.) 23,556 (PhD, Step 13) 593 (Added, 2 yr.)
St. Francis	10,950	20,418 (MA, Step 13) 464 (Added, 2 yr.)
Greenfield	10,900	23,429 (MA+30, Step 13 2nd yr.)
Whitnall	11,572	25,038 (MA+20, Step 16)
Greendale	10,835	22,885 (MA+30, Step 14) 380 (2nd yr.)
Franklin	10,890	22,433 (MA+30, Step 13) 23,087 (MA+45, Step 13)
Racine		
District Q1-4	11,511	22,536
Association Q1-4	11,921	23,334

B. Additional Comments of the District on its Salary Offer.

The general comments of the Association and the District on salary have been stated in several previous sections of the report. However, certain additional general arguments of the District should be noted as they require consideration.

The District strongly maintains that Q12 should be allocated to 1979-80 to determine the difference between what a person received in 1978-79 and 1979-80. The District's calculations on differences are based on such allocation. The District's figures are the only ones available for comparability, and the Association by showing only an increase for the base acted negatively by not paying attention to the effect of a 100% uncapped COL supplement.

The District says that even though the parties calculate the base offers differently for 1979-80, the difference between the offers is the difference between \$11,899 for the District and \$11,920 for the Association, about \$20 apart using a 12% CPI rate. But if only Q1, 2 and 3 are attributed to the base offer of the District, this gives a figure of \$11,266, whereas the Association by attributing Q4 to the 1979-80 year, produces a base for the District of \$11,514. This latter base is even more out of line with comparables than the District's own version.

The District says its offer for the top of the schedule is \$23,044 (using Q12, 1, 2, 3), whereas the cost of the Association offer is \$24,281 (using Q12, Q1-4).

The District says that its offer of \$11,266 on the base and \$23,044 on the top of the schedule compares favorably to any group of comparables. The Association offers at \$11,899 and \$24,281 outstrips any rational comparables.

The District notes that Arbitrator Kerkman issued an award to the Kenosha Unified School District, which did not propose dental insurance when the Union did have such a proposal. In this case the employer's offer in Kenosha for a \$11,185 base compared to the District offer here of \$11,266 and the Association offer of \$11,899. The District's offer of a \$12,002 base in the second year compares favorably with the employer's offer in Kenosha of a \$11,975 base. If the Association won this award and the District could not modify the base nor the COL supplement, the Association base at the end of 1980-81 would be \$13,175.

The District notes that under the recent award the top teachers in Kenosha will receive \$21,087 in 1979-80 and \$22,516 in 1980-81. The District says that its offer provides \$23,044 in 1979-80 and \$23,978 in 1980-81, whereas the Association offer provides \$24,281 in 1979-80, and if projected to 1980-81, a sum of \$25,971.

The District also says that for 1979-80 the Burlington base is \$10,600 and the top of the schedule MA+36 (16 steps) is \$22,542. The Burlington agreement does not provide dental insurance, and this item will not be bargained in 1980-81.

The District provided a summary of the base and top salary provided in the seven K-12 schools of CESA (Dist. Brief, p. 30). It can be said of this summary that the base pay and top salaries are less for 1979-80 than is being involved in this agreement. Further, five of the districts do not have a COL provision.

On the subject of comparison of the Racine offer with the situation in the ten largest districts, the District contends that while Racine ranked fourth in 1976-77, it will rank second under the District offer and first under the Association offer for 1979-80. It points out that no other district has a COL clause except for a nominal clause at Janesville. A proposed clause at West Allis works backward from agreed upon schedules.

The District states that in base Racine was 9th in 1976-77, but would rank 5th in 1979-80, not counting West Allis proposals. It should be noted that new teachers get one less COL payment than others. Again, if West Allis is not considered, the Association demand would put Racine first. Also, only Janesville has a COL clause for 1980-81.

The District says that the Association has produced salary schedules which are generally lower than the District's offer and much lower than the Association demand. It notes especially that Waukesha and Whitnall, which have high schedules, fall behind the Association demand. The District notes that Whitefish Bay has a schedule lower than the District offer and far lower than the Association offer. However it has a doctorate maximum which will be \$28,133 in 1980-81. Whitefish Bay does not have dental insurance.

The District notes that its exhibit C111 shows a range of percentage settlements among the ten largest schools of 5.75% to 9.67%, the latter being the result of an arbitration award. It notes that the Board offer of 9.03% was awarded in Kenosha. In an Appleton award of 9.27% the arbitrator did not make the award on the percentage increase of the CPI because no one else approximated that rise.

The District notes the high percentage in increases which it claims will be the case. Concerning the claim of the Association that the 1979-80 offer for a dental increase will not go into effect, the District says there is no basis for this assertion in the Agreement.

The District is also fearful that if it cannot cap the COL supplement, a very high percentage increase will occur in future bargaining.

The District contends that under its offer (as figured by its allocation of Q's) the teachers will not suffer any loss of economic status and enjoy a generous third year increase. Further individuals will enjoy high percentage increases as in the case of new hires. In the case of the top of the schedule the District says it is offering a 9% increase while the Association is asking for a 16% increase. Though salary schedules tend to make it appear that the teachers at the top are not doing well on a percentage basis, they will be doing well under the District offer on a percentage basis, and the REA offer is exorbitant. The increase in the lanes is especially dramatic; particularly if a teacher makes a lane change.

The District also notes that COL clauses are rare, and the Racine clause is better than that adduced by anyone.

C. Discussion. From the foregoing tables and data, the arbitrator comes to the following conclusions:

1. The District by its method of attributing Q's tends to overstate the amount of its offer and of the Association demands and hence of percentage rises in salary costs and salaries plus fringes (Tables XVIII and XIX as compared to Tables XX and XXI).

2. However in the matter of percentage rises sought by the parties in case of salaries only and salaries plus fringes, the District offer at 7.9% for total salary for 1979-80 more nearly meets the average increases for 1979-80 of the ten largest districts than does the Association offer at 11.9% (Tables XX and XXV).

3. In comparison with salaries in the ten largest districts, the Association improves the relative status of Racine at the top, while the District maintains much of the status (Table XXII). The same condition also holds at Step 7 (Table XXIII), and in base pay, the District shows a substantial improvement while the Association offer places Racine first or second (Table XXIV).

4. The District offer for 1979-80 is better than the Union High Schools in CESA 18, while the Association offer produces much better levels for teachers (Table XXVII).

5. The District's offer for 1979-80 compares favorably at the base with the districts submitted by the Association for comparison, but appears not to be among the leaders at MA+24 or higher. However many of the districts are northern Milwaukee County districts which this arbitrator believes are under a separate economic influence (Table XXVI).

6. The District offer for BA base compares with and is better than the BA base in southern Milwaukee County districts; however the Association offer compares more favorably at the MA+24 level; where the District tends to drop to the middle range (Table XXVIII).

7. The arbitrator recognizes that some teachers at various steps in the lanes will enjoy both an increment and a change in base plus a COL supplement so that their increases will be higher percentagewise than the basic increase plus COL. However, the arbitrator believes that the District on the basis of how it applies Q's tends to overstate the increases enjoyed (See Dist. C-1, 101-104).

8. The District made a substantial increase in the base offer; the Association base however has a more logical reason to its existence.

9. The District undertook a substantial cost also in resteping.

10. The dental costs for 1979-80 are proper matters of concern for the District, although this arbitrator does not believe the Association would attempt to get some kind of retroactive payment.

11. The District offer of total costs for 1980-81 at 11.6 and basic wage at 10.7 may be less than the change in the CPI, but seems to be a substantial offer (Tables XX, XXI).

12. The District offer for 1981-82 is quite low, but represents a period only to August 1982 after which new bargaining may begin.

13. The arbitrator does not find it useful to project putative costs of an Association offer beyond 1980.

14. In summary, the arbitrator believes that the District has a reasonable total salary plus fringes offer for 1979-80 in that it maintains the position of the District more closely to the past relative status of the District in comparison to other districts. It does demonstrate some slippage at the top levels.

XVII. COSTS WITH RESPECT TO THE CHANGES IN THE COST OF LIVING.

The statutory factors to be considered require looking at the offers with respect to the change in the cost of living, which is commonly considered as the change in the CPI-U. The parties did not isolate this factor, but the arbitrator feels it necessary to do so.

Assn. Tab 2, 6-8, reflects what the Association perceives as the change in salary percentages as compared to the change in the CPI for base salaries, starting salaries and maximum salaries (See Table IV). According to this table, using 1969-70 as a base, the CPI went up 147.7% while salaries went up 80.0%. The District points out however that the average increase of the CPI from August 1976 to 1979 is about 9.5% per year (actually about 9.67%). Since the District COL cap is 12%, the teachers can receive a larger percentage increase for 1979-82 than they did in 1976-79.

The District also argues that the change from August 1978 to August 1979 was at 11.7%; however the Association is asking an increase for persons at the top of the salary schedule of 16%.

The Association as noted before says that a 12% increase theoretically generates a total of 5.63% additional compensation in one year.

Further the idea of a 12% increase per year envisions 12% above the previous year so that a 12% increase in a second year would be 12% of 112%.

Without further elaboration, the arbitrator concludes that:

1. Salaries have lagged behind the increases in the CPI from 1969-70 to 1979-80.

2. That salaries have lagged behind the changes in the CPI from 1964-65 to 1979-80 but changes in starting salaries have lagged less.

3. Applying the criterion of changes in the cost of living, the Association offer conforms more nearly to the statutory guideline than does that of the District.

XVIII. ISSUES V AND VI: ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS.

A. There is a critical issue in this matter of the ability of the unit of government to meet the costs. Essentially the District states it can meet state cost controls under its own offer, but not the REA offer. The District submitted Dist. Ex. G which was an explanation of how the District sees its cost control difficulties. In essence the report says that in October 1979 the District submitted a budget which it thought was \$31,000 under allowed cost controls. The budget was based on a \$10,500 base salary with A & B steps included. The District found that certain items, however, were improperly allocated in its cost control budget, according to the Department of Public Instruction. Then with the District's \$10,900 base wage offer with A and B removed this produced an increase of \$1,098,306 in District costs, and this item plus readjustments required by the state produced a conclusion that the District was \$2,910,970 over cost controls. The Association offer, according to Dist. Ex. G, would cost \$1,079,481 more than the District offer.

To help itself the District would have to move Q12 of 1977-79, costing \$1,053,185, back to the 1978-79 budget year. But this would produce other effects on how future cost controls would be developed.

In response to a question by the arbitrator, Mr. Dwaine Anderegg, Assistant Superintendent for Business Services, said that if the District used every remedy it could apply to this excess beyond cost controls, the District could come close to cost controls under its own offer. Under the Association offer the District would exceed cost controls by \$1,000,000 approximately (TR II, 150-151). The cost controls limit the District to a 9.5% increase in controlled expenditures. Although the new limit set by the legislature increases this to 10.5%, the relief cannot be afforded for 1979-80 (TR. II, 153).

The District also contends that it has a general contingency fund of \$225,000 in a budget of \$60,000,000, some of which was used up (TR. II, 141). The budget gives a total of \$57,418,118 for 1979-80, and a contingency fund of \$619,333.

The District also contends that its own offer exceeds Federal Wage and Price Guidelines of 7%.

The Association supplied a chart which showed that among school districts with 500 or more teachers, Racine with a per pupil cost of \$1,921 in 1978-79 was sixth in expenditure. Of the districts with 1000 or more teachers it was third, and of the K-12 districts within a 30 mile range, it was eleventh and last.

In valuation per pupil in the districts with more than 500 teachers it was twelfth among 14 with a valuation of \$79,098, and fourth among districts with 1000 or more teachers. It was ninth among 12 districts in a 30 mile range.

In mill rate, 1978-79, the District was 7th with a rate of 14.26 for districts with 500 or more teachers, third in districts with 1000 or more teachers, and eighth among districts in a 30 mile range.

The Association also notes that at no time during the negotiations did the District raise the issue of inability to pay. It stated at an impasse hearing that it was not raising the issue at the time but would do so in the future. To raise the issue after certification denies the Association any opportunity to modify its position. According to the Association this is a demonstration of bad faith.

The Association also argues that a District witness in asserting that every available remedy would leave the District a million over costs under the Association offer did not consider every available remedy. A remedy is in the form of a referendum.

B. Discussion. The arbitrator finds here an issue critical to the whole proceedings. While an arbitrator can make an award which would put an employer above cost controls, such an action would be unwarranted unless there was clear evidence that resources would be available to meet the new costs, or other funds can be reallocated. In this the arbitrator must rely on expert testimony as to what the situation is. Such testimony has come from the Assistant Superintendent for Business Services; there is likely to be a serious problem in meeting cost control not only for 1979-80, but depending on what happens in reallocating costs and receipts, also for succeeding years. Thus the arbitrator believes that under the statutory guideline on ability to pay, the weight falls to the District here.

On the basis of the data on per pupil costs and mill rate and valuation, there is however some evidence that the effort put forth for sustaining schools in Racine is a medium effort based on a relatively low valuation per pupil.

XIX. ISSUE VII: EXTRA DUTY COMPENSATION

A. The Association proposes to change Article XII, to include a Section 7 in which teachers who satisfactorily perform extra-curricular or extra-duty responsibilities in addition to their regular classroom duties not otherwise listed as compensable shall be paid \$12.50 an hour for all time so spent. Duties referred to here are beyond the regular classroom duties, such as an assignment to pass out caps and gowns on a Sunday afternoon. Matters specifically excluded under this proposal would be contained in Article VIII, 3 a, 4, 5, and 6 a of the Agreement, and the Association says that this section is directed at contractually nondefined extra-curricular duties and responsibilities which may be assigned by administrators. There is no question that management does this, and it is a fundamental right of teachers to be compensated for overtime performance required of them. The pay rate of \$12.50 approximates the time and a half payment for beginning teachers but not for teachers higher on the salary schedule.

The District contends that the language is too broad, and not even the Milwaukee contract is so broad. The District says that there is no rationale to the request and no evidence of past abuse of assignment. The Association itself seems to recognize that the language is too broad by listing the obligations that exist under the present contract.

B. Discussion. A review of the contracts of the ten large districts reveals that the Association proposal is unique. Other contracts specifically state what extra-curricular duties will be paid for (as does the Racine agreement in the past) and may also state that it is expected that teachers will perform certain functions after school as a part of their professional responsibility.

The proposal of the District to continue the same language of Article XII Section 6, with adding a Section 7 therefore more nearly conforms to the guidelines of comparability on working conditions.

XX. ISSUE VIII: RESTEP ISSUE

A. An important issue is the issue of resteping teachers who had been placed on Step A or B of the 1977-79 Agreement. The District proposes to restep those who had been placed on these steps so that they will be on the step of the schedule at which they would have been had they been placed on Step 1 of the basic salary schedule in 1977-79. The Association proposes that all persons hired since August 25, 1976, shall be reassigned to a step and level commensurate with their experience and education. The District has resteped those placed on A and B steps, but this has left about 105 teachers who were denied a new placement.

Teachers who here hired above the A and B steps are still in the same steps they were and now find also in those steps teachers with less experience who were hired at the A and B steps. The teachers have been listed in the Association schedule.

B. The Association's Position. The Association says that while it agrees that the A and B steps should be eliminated, the manner in which the District did the resteping is destructive of teacher morale. The District offers no rationale for the way some teachers were resteped and others not. Those who were not were penalized for maintaining employment. There have been no arguments made that teachers were easily available and that the teachers could be hired at any price or that there is a teacher surplus in Racine. The District's inequitable method of resteping should be rejected and the more equitable position of the Association accepted.

C. The District's Position. The District says that resteping all persons instead of just the A and B steps will cost \$105,405 not including the COL payment. To add this money to the cost will constitute "the straw that broke the camel's back". The District says that there is equity in its offer also, in that persons on the A and B steps get less money and they are more affected by the increases in the cost of living than persons who get more money. It should also be noted that all persons are automatically resteped after completing the three year's probationary period. Thus the maximum most teachers will have to wait to be resteped is two years. Further if there was an agreed upon hiring rate of \$8,900 in the previous contract, there is no reason why persons so hired should receive an early advance on schedule. The District really should be given credit for such early advancement.

The District also challenges the language of the Association offer on the grounds that it goes farther than resteping. The District says that the Association proposal is inconsistent with the agreed on language that a teacher is not placed on a step commensurate with previous experience until after the completion of a three year probationary period. Under the Association proposal a person with ten years' experience would have been given credit for three years' experience and placed in Step 1 for 1978-79 and in 1979-80 would then be jumped to Step 11. The Association has given no rationale for this.

D. Discussion. The issue here is what might be in the interest and welfare of the public, and not only the interest and welfare of the teachers. There are two conditions involving the interest of the public. It is not in the interest of the public to have teachers' morale suffer because of inequitable treatment. It is also not in the interest of the public for the District to incur a cost which cannot be met without serious alteration of the budget or reduction of services. While the arbitrator is seriously paying attention to the matter of cost control limits, yet in this case the concept of equity seems more important. If the issue of resteping is taken by itself, the Association offer seems more equitable and therefore more in conformity with the statutory guideline on public interest.

There is some weight to be given to the unusual case cited by the District, but this will not outweigh all other considerations. Also the District is to be recognized for making some move, but the character of the move is such that equity is not met.

XXI. ISSUE IX: EXTRA DUTY POSITION CONTRACT

A. The Association proposes to change Article XII, Section 12 of the Agreement by adding a Section 12 b, which cites certain positions as not being covered by extra-duty position supplemental contracts.

B. The Association's Position. The Association says that the issue is a minor one, but if the language is not included, that positions mentioned should be receiving supplemental contracts.

C. The District's Position. The District says that the Association is really offering duplicated language in that the subject matter is mentioned in the District's final offer under a double asterisk with one other position. The section proposed by the Association may mean that those positions not mentioned in the section, but shown under the double asterisk, might require a contract.

D. Discussion. The arbitrator finds the above issue of little weight and finds it of little significance whether the section is in or not. No weight accrues to either party on this issue.

XXII. ISSUE X: MEDICAL AND DENTAL INSURANCE

A. Both parties are offering to change Article XII, Section 1 of the Agreement which covers health insurance, life insurance and a dental insurance plan which has not been in existence before. The matter of the dental plan will be considered first.

The District plan is to have a dental plan go into effect on September 1, 1980, and be in existence for two years. The annual cost to the District shall be close to but not exceed \$325,000. The District will define the contents of the plan but will consult the Association first. The District is providing a group health plan with a \$5 monthly contribution from participants.

The Association proposal is that the District will provide a health and dental plan as set forth in dental plan 704 #1A and a health plan as set forth in plan 690 of the WEAC Insurance Trust, or identical or better coverage if available through another carrier.

The Association does not say when its plan is to go into effect, and a question arises as to whether the costs would be retroactive or whether the proposal is only prospective in nature.

The District, according to testimony, is currently self-insured, and it hires an administrator to oversee its claims.

B. The Association's Position. It is the Association position that the medical and dental insurance proposals have an expressed list of benefits. The Association says it does not care about who the carrier is, but only about the specificity of coverage. The Association contends that on March 17, 1977, the Association and the District agreed to a new contract for health insurance and as part of the agreement, the Association agreed to pay \$5 of the basic medical premium and the District agreed to allow the Association to have each individual teacher at his or her own expense, have the opportunity to purchase six additional benefits. That purchase came to approximately \$1.55 per month per employee. The Association says that in August, 1977 the District determined to self-insure. The Association says that the District's present coverage does not have any policies to cover the things that the Association purchased, nor is there any guarantee of coverage. The Association says that since it pays some money toward coverage, it should have some voice in the selection of the carrier.

The Association supplied a list of exhibits on bargaining units in Racine which have specific coverage even though the governmental unit like the City of Racine self-insures.

The Association also objects to putting a date on the plan limiting it.

The Association proposal on dental insurance is not more expensive nor does it restrict the District to coverage through the Wisconsin Education Association Council Trust. The District's plan is unspecified, and it also indicates in its own exhibits that the Association's specific plan would cost less.

Further it cannot be shown that the Association's proposed medical insurance plan would cost more than the District's, and it is difficult to ascertain the true cost of the present coverage.

The Association says that retroactivity for the dental coverage is not the position of the Association, however the District is contending that because of the passage of time in mediation-arbitration, certain positions cannot be retroactively implemented. Arbitrators have no problem in finding that the proposals then are to be prospective.

The Association believes that its health plan offers better benefits for a similar cost than the present plan.

C. The District's Position. The District makes many arguments for its position. It notes that the Association is demanding a significant new benefit not commonly found elsewhere. It is a benefit that the Kenosha District is unable to get because of losing an award, and fewer other K-12 districts in CESA 18 have it, and many require a payment from the employees.

The District is especially concerned about retroactivity. It says that the effective date of the proposal is August 25, 1979. While it may be nearly impossible to make the proposal retroactive, the Association does not cover the point. Since the Association did not cover the date of retroactivity to August 25, 1979, then it has no effective date at all, and there is no basis for reading into the Association's offer that it would be effective at a particular time after the arbitrator's award.

The District also holds that it is the clear goal of the Association to have the WEA Trust carry the assurance despite the Association's denials. The existence of a contract with the Trust would then raise many issues. There is a question of whether the Trust is regulated by the State of Wisconsin or the Employee Retirement Income Security Act of 1974 (ERISA). The Trust claims it is under ERISA and not the state. ERISA does not provide for a substantive regulation of benefits or reserves, and if the plan goes into default, the Employer may have to make up the difference.

There is also a question of whether the Trust is complying with the Labor Management Reporting and Disclosure Act.

The administration of the plan also is questionable from the District's viewpoint. A labor organization sponsored benefit plan must be jointly administered, but the only organization which has any input into administration is WEAC. The public employers contributing to the Trust and the private labor organization representing the employee do not have a share in administration.

The District notes that in plans submitted by the Trust for dental insurance, the premium would be lower if a tying arrangement was made requiring the District to take health insurance from the Trust. However, this is not advantageous to the District for it desires to break certain bids for medical and surgical benefits into sections to obtain a better bid. The Trust did not conform, and the District has in its powers to reject a bidder who declines to follow the bid.

The District also says it has other bargaining units to consider in taking bids. If the District has to pull teachers out of a present hospital or dental plan, the price to units remaining in that plan will be increased. The District says that if the Trust submits a lower bid for teacher contracts, it might generally have to split units, breach, terminate or modify contracts with other carriers and pay higher prices for coverage.

The District also fears that the Trust under present conditions will have a good chance to give a low first bid, and ultimately control over the specification and bidding process will pass to the Trust.

The District says that it is a serious issue that other carriers might not bid on the terms of a Trust plan because a specification of the plan is a teacher claim committee, which the Trust representative has said is a difference in substance. Under such a term no other carrier can be rationally expected to bid on the plan. In effect this names the Trust as the carrier, which would not only be a disadvantage to the District but to the teachers, if the Association was no longer affiliated with the WEAC.

The District is also critical of the Trust for not meeting a bidding deadline in bidding on its own type of plan.

The District says that its proposal on dental coverage does not have the problems that the Association proposal has. The District proposal has a date to begin and an amount to pay. The amount of money is quite sufficient to pay for a reasonable plan. If the number of teachers taking the plan exceeds the number taking the health plan, then the teachers would be required to pay some of the amounts. The view that the District should pay the benefit regardless of the cost even before costs are known is unreasonable. The Association can be consulted, and the amount pledged is contractually enforceable. The same kind of language exists in the contract between the District and Local 152.

On the matter of the health plan, the District contends that there is no major economic issue here. It says that the Association is proposing to change the plan only on the grounds that additional health benefits in a prior agreement had not been provided. If it were true that the District had not provided benefits, the Association can require the District to provide the benefits under the agreement which says that the District is to provide a plan comparable to that in effect in April 1977.

There is a District plan for health insurance, a copy of which the Association has had since November 30, 1978. The District in its current offer is proposing a plan comparable to that in effect in April 1977. The Association has not raised any contention that this plan was not a comparable one, or that benefits had changed or threatened to be changed. The current District plan is similar to that stated in the contract with the Building Service Employees Union.

D. Discussion. The first issue to be addressed is whether the Association proposal is invalid because it does not state a date retroactively, and cannot be put into effect retroactively but presumes that the plan will go into effect on August 25, 1979, when it is nearly impossible to do so. The arbitrator here holds that this issue is no bar; the plan is prospective and goes into effect if the award is given to the Association at the time the District and a carrier reach an agreement on a contract.

The next matter of concern here is whether the Association specifications are such that they in effect specifically determine that the WEA Insurance Trust will become the carrier. The arbitrator believes that the language of the Association proposal does not require this, nor that the bidding will inevitably result in this.

The next issue is whether the Association offer has a defect in that it requires other bidders to submit claims to a teacher claim committee as a substantive part of the WEA Insurance Trust plans. The arbitrator does not believe that even though there was testimony that the existence of such a committee is a part of the present operations of the Trust, nothing in the Association bid requires this to be the case for other carriers.

The next matter is the implication in the District argument that dental plans are infrequent and the plans that do exist are not as good as the District offer. The District dental plan offer of payment up to \$325,000 is indeed a generous offer for the first time; however, to the arbitrator it has a defect in that it does not indicate whether or not there will be a level of benefits, how much those benefits will cost and how much the employee will be expected to pay to participate. Employee payment could be high enough to induce employees not to participate.

In this respect the Association plan also has a defect. It states a specific plan but does not say how much this plan is to cost the District which is to provide - pay for - the plan.

On the matter of whether the Association offer may require the District to open bidding again on a dental and health plan, the arbitrator believes that the District has an important weight in its favor. To have a different health plan for teachers might adversely affect the costs of the health provisions for the District for its other employees if they do not participate in such a plan. From the interests and welfare of the public it is usually desirable to have as many employees under an insurance plan as is feasible to reduce costs.

The District has a defect in its plan in that it is not proposing a specific dental plan, but this lack of specificity cannot be said to obtain for its health insurance plan which is contained in District Ex. E-8. The plan is voluminous with many amendments and perhaps it is hard to ascertain exact benefits, but it is specific.

In summing the factors which favor each of the parties, the issue of lack of specificity in the Employer proposal for a dental plan, contrasted to the unknown cost of the Association's dental and health plans and the difficulties involved in bidding for a new health plan as far as costs are concerned, must be decided by applying the factor of the interests of the public. The public interest favors the District proposal as containing known costs and as providing for a less complicated beginning to a new employee benefit.

XXIII. ISSUE XI: RETIREMENT

The District and the Association are proposing to keep in Article XII, Section 1, 5 b, on the District paying the employee's contribution to the State Retirement System. However the District proposed to include new dates encompassing the duration of the proposed Agreement and the Association is eliminating reference to dates.

The issue of inclusion or exclusion of dates has been discussed before. There is a reason in favor of the Association and that is if there needs to be a simple continuance of the terms of the Agreement during a new bargaining session, the absence of specific terminating dates will allow the condition to continue.

XXIV. ISSUE XII: MATERNITY POLICY

A. The Association is proposing that a teacher will be granted a one year leave of absence for the purpose of child rearing. The District proposes that a teacher can have a child rearing leave up to two semesters after the semester during which the leave begins, but the teacher cannot have taken this leave if she will have used sick leave for child bearing purposes.

B. The Association's Position. The Association notes that formerly the School District made long term unpaid leave available for maternity purposes. At the same time it refused to pay teachers for accumulated sick leave during the time when the teachers were physically disabled for medical reasons related to pregnancy. The Wisconsin Supreme Court found this latter practice illegal in two cases, but the District continued the practice. The Association then pressed litigation against the District, which continued to refuse to pay for a short time child-bearing leave of absence when a teacher was disabled because of pregnancy.

The long term leave of absence was not necessarily related to the disability during child bearing, but was for child-rearing purposes.

The present provisions of the District proposal are unlawful, because they require a teacher, as a condition for receiving benefits she has long enjoyed, to waive statutory rights to sick leave pay for child bearing. An employer cannot insist that an employee waive the statutory benefit to enjoy an existing contractual benefit. To permit such a practice would be to prevent employees from realizing statutory benefits. The District's position, according to the Association, is not only unlawful but particularly cruel. The practice is not only harmful to the teachers, but to the students as well, by forcing a teacher back to work too soon in order to receive the benefit of accumulated sick leave.

With respect to the effect the District's position will have on this arbitration, the Association holds that parties cannot agree to an unlawful provision. It is not clear from court decisions or decisions of the Wisconsin Employment Relations Commission what the effect is of a clause which is unlawful on a total final offer. To avoid harsh results which might occur if a single illegal proposal invalidated an entire package of offers, it is preferable that a single unlawful provision be discounted by the arbitrator and the remaining provisions determined on their relative merits. Thus it will be unnecessary for the arbitrator to judge the lawfulness of a proposal.

Association exhibits in Tab 4 were an EEOC document on sex discrimination in support of the Association's position.

C. The District's Position. The District says that there are two issues. The first of these is which proposal better sets forth detailed procedural terms under which a child-rearing leave may be taken. The District provision for such leave up to two complete semesters provides for a longer opportunity for leave.

The other issue concerns the District proposal not to allow a child-rearing leave for a teacher who uses sick leave for child bearing. The District notes that the same option is in the Kenosha teacher labor agreement and will continue for two more years and is not in dispute; and the unpaid leave is much shorter.

The District's position is that its provision may be illegal, and litigation is pending which will produce the results contained in the Association proposal, if the teachers prevail. What has happened is that the employers used to grant unpaid, fairly long term, maternity leaves of absence which began before the child was born and ended sometime after. The end and beginning of such leaves commonly occurred before or after actual physical disability. When child bearing became disability, the employers did not often retrieve unpaid leaves, but were faced with demands and legal arguments to the effect that the child rearing aspects could not be taken away. Thus the Association in this proceeding is saying that child rearing is a right.

The District holds that giving both benefits costs money. More persons are likely to take both benefits. Under the Association proposal a teacher can take both kinds of leave and decide later if she wants to return. Under the District proposal she has to determine if she intends to return. The District proposal thus minimizes uncertainty about its future employment needs.

The District holds that there is a cost to the District. If the teachers win in the litigation, the value of the sick pay they get is a cost to the District. The Association argues that the cost is a lesser amount, equal to the cost of substitutes, but in either event there is a cost.

The District says that whether or not the District proposal is unlawful need not be decided by this arbitration. If a provision of the agreement is in conflict with a law, the agreement is to be automatically amended under Article 23, Section 3. The District cites arbitral and judicial opinion to the effect that one unlawful provision need not invalidate an entire agreement.

D. Discussion. In the testimony of the Association's Executive Director it was noted that an employee of the District can take education leave and personal leave for a year and waive no rights. In its proposal the District offers a trade-off to teachers to get up to two full semesters of leave for child rearing, or use accumulated sick leave for child bearing and not have the right to take the unpaid leave for child rearing. The arbitrator believes that there is a legal cloud over the District proposal that needs to be dispelled, but more important here, the offer appears to be discriminatory. Under the guideline of interest and welfare of the public, the weight here falls to the Association offer.

XXV. ISSUE XIII: FAIR SHARE

A. Under the issue of Fair Share the District is proposing to keep Article XXI, Section 2 as it was in the previous contract. Under this provision teachers not members at the time the Agreement is ratified are not obligated to join or pay any service fee to the Association. Teachers who were members as of August 1, 1977, must maintain membership for the term of the Agreement. Teachers who were members at the time the Agreement was ratified and were not members after August 1, 1977, shall pay a service fee of \$75 per school year. Teachers whose employment commences on or after August 25, 1977, shall as a condition of employment be required to join the Association or pay an amount equivalent to the Association dues within thirty days of employment.

The Association proposal is a full Fair Share proposal and removes the grandfather clauses from the former clause. The Association proposal does not require any employee to join the Association.

B. The Association's Position. The Association asserts that its proposal is equitable and protects the legitimate interests of the school system. Its proposal fits the provisions of Section 111.70 of the statutes of Wisconsin, and since there is still some litigation over Fair Share, the Association has agreed to indemnify the District of any liability that may accrue.

The Association holds however that the District proposal is in conflict with the statute. The District proposal repudiates the concept that Fair Share should be the amount certified by the Association as the costs of collective bargaining and representation which in turn are measured by the dues uniformly required of members. The service fee under the District offer is approximately one-third of the dues. This is an inequity compounded by the District using the cut-off date of August 1, 1977.

The Association also holds that the compulsory Association membership required by the District offer is unlawful in that it appears to require Association membership to continue during the term of the Agreement. Under Section 111.70 the municipal employers and unions may negotiate for payment of Fair Share by non-members, but they may not lawfully require anyone to maintain membership. The contract also clearly says that nothing in the agreement shall require any teacher to be a member of or participate in any association. Thus the contract would have two conflicting clauses under the District proposal, and this should be rejected by the arbitrator.

The following table shows the type of clause in agreements shown in Association Tab 7:

TABLE XXIX

TYPES OF UNION SECURITY AGREEMENTS
SHOWN IN ASSOCIATION EXHIBIT TAB 7

Employer and Union	Full Fair Share	Maintenance of Membership	Dues Check Off	Fair Share Grandfather Clause
Milwaukee Schools				
MTEA	X		X	
Madison Schools				
MT, Inc.	X		X	
Kenosha Schools KEA	X		X	
Green Bay Schools				
GBEA			X	X
Racine City				
Local 321, IAFF	X			
Local 2807, AFSCME	X			
Local 63, AFSCME	X			
Racine County				
Deputy Sheriffs		X	X	
Local 310, AFSCME	X			
Local 347, AFSCME				
Unit 1		X	X	
Local 347, AFSCME				
Unit 2		X	X	
Nurses		X	X	
Local 43, Teamsters		X	X	
West Allis Schools				
WA-WM EA	X			
Wauwatosa Schools				
WEA	X			
Cudahy Schools CEA	X			
Whitefish Bay WBEA	X			X
	(Partial)			
Elmbrook Dist. EEA	X			
Whitnall Dist.	Ref. on Full FS			
Franklin Dist. 5				
FEA	X			
St. Francis Dist.				
SFEA	X			
Greendale Dist.				
GEA	X			X

C. The District's Position. The District notes that the past agreement had two categories of grandfather clauses; those who were not members on the date the old agreement was entered into were exempt from membership and fair share. Those who resigned from the Association between the ratification date of the former contract and the beginning date of 1977-78 are required to pay a \$75.00 service fee. Everyone else is covered by maintenance of membership and fair share.

The District says that the Association did not originate the contention that the language of the Agreement was illegal, but rather the District made the claim as a matter of affirmative defense after the Association, in the view of the District, sought to renege on the grandfather agreements. The Association agreed to the language on the \$75 fee, and now it contends it cannot have meaning.

What is troubling the Association is not the grandfather clause, for it recognizes many agreements have grandfather clauses, but the \$75.00 clause. This clause actually gives the Association more than another more traditional grandfather clause would have. The Association agreed to it and now seeks to renege on it.

On the matter of illegality, whether the \$75.00 clause or maintenance of membership is illegal has not been decided by a court. If it is declared illegal, the matter can be treated under Article XXIII.

As to the matter of the superiority of the Association offer on the claim that it would hold the District harmless, it might be said from the Association's viewpoint that the District's offer might be better since in the view of the Association it does not have to hold the District harmless under this offer.

The District objects to the provision under which the Association would not pay for independent attorneys for the Board. If there were litigation, there probably would be an immediate conflict of interest between the Association and the District. In effect the Association offer means that the District gets no paid representation.

The Association has shown no evidence that it has need for full fair share or fair share with a grandfather clause.

The District says that within the K-12 district of CESA 18 four districts have fair share, two have grandfather clauses and three have no fair share.

D. Discussion. The matter of the alleged illegality of the District proposal for maintenance of membership needs addressing first. The arbitrator notes that several bargaining units in Racine County have such maintenance of membership clauses. Such clauses may be illegal, but the arbitrator at this time does not see it as an essential defect in an offer.

This reduces the matter to an issue of what is comparable in school districts and among teacher bargaining units. The following table seeks to resolve this issue:

TABLE XXX
PRESENCE OF FAIR SHARE IN SCHOOL DISTRICTS
COMPARABLE TO RACINE

District	Full Fair Share	M. of M.	Dues Check Off	Fair Share Grandfather Clause
Milwaukee	X			
Madison	X			
Green Bay			X	X
Waukesha	X			
Janesville	X			
Appleton			X	
Eau Claire			X	
West Allis-WM	X			X
Kenosha	X			
Burlington	X			
Salem	X			
Kenosha	X			
Waterford				
Union Grove			X	
Wilmot	X			
South Milwaukee			X	
Cudahy	X			
Oak Creek-Franklin				X
St. Francis	X			
Greenfield	X			
Whitnall	Ref. on Full F.S.			
Greendale				X
Franklin	X			

On the basis of the foregoing table, the arbitrator concludes that the Association offer on Fair Share is more comparable to the conditions prevailing in teacher bargaining units in comparable districts than the District's offer.

XXVI. ISSUE XIV: PSYCHOLOGISTS' SALARY SCHEDULE

The parties have produced different basic salary schedules for Psychologists. These schedules have been displayed earlier in this report. The schedules do not require special attention but are a part of the total salary issue, and the determination of that issue necessarily encompasses this matter. It will therefore not be treated further.

XXVII. ISSUE XV: DURATION.

A. The District is proposing an Agreement to run from August 25, 1979, to August 24, 1982, a three year Agreement. The Association proposed a one year Agreement from August 25, 1979, to August 24, 1980.

B. The Association's Position. In the testimony at the hearing, the Executive Director of the Association stated that the rationale for the one year proposal is extensive. It has been the historic position of the Association to put in 200 or 300 items in a contract round. Also for the last 12 years or since 1971 there have been major altercations. The Association was told by Board members to propose a few items, and there would be very little problem in bargaining. The Association proposed a one year contract with six items and the District came in with a three year Agreement. The Association also is proposing the one year Agreement in light of inflation and the declining enrollment pattern which makes it difficult to set policies for the future.

The Association holds that since the period of August 1979, the District has shown that it is unable to go through the intervening period making revisions in policies that have a major impact on wages, hours and conditions of work. The clause of short duration allows for dialog and negotiations within a shorter span of time. To choose the District position would demonstrate a lack of response to the rapidity of change in the economic and general life of teachers. Because of the conditions, teachers cannot borrow money from their own lending sources and have an inability to plan for even six months. Also the fact that the present method of application of the COL supplement does not fold into the base salary does not protect salaries for the length of the Agreement.

The Association holds that its proposal protects salaries and is within the economic spending capabilities of the District.

The Association notes the layoffs and the deepening economic crisis and says that it is inequitable to expect the employee to be tied to a multi-year collective bargaining agreement. The stability to be desired in a multi-year agreement must come from a mutually accepted perception that there will be stable economic conditions ahead. Since the time ahead is uncertain, the conditions of wages and hours should be dealt with one year at a time. Projections become obsolete in a year.

There is also the problem of public resentment against higher property taxes for schools and other essential services, which raises the prospect of layoffs. Under the District proposal there will be no opportunity to negotiate more equitable provisions to deal with layoffs.

The Association warns against a possible argument by the District that because the term for a one year contract is already nearly over, the multi-year proposal of the District should be accepted. To do so would be unfair. The parties have already been in negotiations about 18 months, and have been tied to mediation-arbitration procedures since September 1979. It is the statutory procedures which have caused the prolongation.

C. The District's Position. The District notes that historically the parties have had multi-year contracts, and this contract will be in effect for only two more years if there is an argument made about uncertainty. The District notes that it has a three year agreement with Local 152, and other agreements with major COL clauses are for three years. It is unheard of to have a meaningful COL clause in a one year agreement. They exist because of multi-year agreements.

The District argues that the teachers will be better protected under the District Agreement if there is a government imposition of wage controls. Also even the interest arbitration statute might be repealed. The District also needs a multi-year agreement, because it has had a change in bargaining personnel and needs time to hire a new person. To ask that such a person should negotiate a contract would be a disservice to the public.

D. Discussion. With respect to the contract two of the statutory guidelines appear to be applicable; comparability and the interests of the public. A review of teacher contracts in the larger areas shows that two year contracts are quite prevalent and that in smaller districts there are many one year contracts. Three year contracts are not so frequent. On this score neither offer is the more comparable.

As to the criterion of the public interest, the arbitrator believes that the public interest is better served if the parties do not again have to go into the strenuous effort of bargaining immediately for a new contract. The arbitrator is sensible of the fact that under legislative requirements the process of coming to a decision through arbitration has been a protracted one for many reasons; but the burden of compelling both parties to gird themselves for a new round of negotiations at once is one which should give an arbitrator pause as to whether it is in the public interest or even in the interest of the parties. The arbitrator holds that it is not in the public interest.

The Association fears that its conditions may be injured by the uncertainty of the future. Yet there is substance to the argument of the District that things could turn out that the economic and work standards of the teachers are better protected than they would otherwise have been.

The one deterrent to the three year agreement is the very low wage increase of the Association in the third year. This matter however may present the issue of "catch-up" in the next bargaining round.

XXVIII. ISSUE XVI: TEMPORARY ASSIGNMENT TO PART-TIME TEACHING

The District is proposing to amend Article XV, 3, h, so that the Personnel Department can allow full-time teachers to be temporarily assigned to a part-time position up to one year.

This proposal is acceptable to both parties, and it is a small weight in favor of the District proposal since only the District proposal addresses this matter.

XXIX. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS.

Notice is taken of the changes in the CPI-U index. It should be noted that the estimates of salary levels here are just estimates since they depend on indices not yet known. However by the time of this report the May 1980 index will be known and the parties can calculate more nearly what their offers amount to.

The change in the ceiling on cost controls for school districts is of interest, but not applicable here for the 1979-80 school year. It may relieve the problems of the District for 1980-81.

XXX. OTHER FACTORS. The arbitrator believes that no other factors are of such weight that they need to be treated specially under this heading.

XXXI. SUMMARY.

The following is a summary of the opinions of the arbitrator of the specific issues contained in this arbitration.

1. Maintenance of Standards: The District proposal more nearly meets the statutory criteria of comparability and of public interest.

2. Staff Utilization and Working Conditions: The position of the Association that the District clause would interfere with the possibility of a simple continuation of the contract is a factor which makes the Association offer more reasonable.

3. Mileage: The District offer meets the criterion of comparability better than the Association offer.

4. Initial Placement on the Salary Schedule: The Association offer more nearly conforms to the public interest and the District offer does not conform to the standard of comparability.

5. Calendar: On the merits of the calendar as a whole for reasons other than duration, the weight of comparability and public interest lies with the District proposal.

6. Total Salary - Base Plus COLS: The arbitrator disagrees with the District method of applying Q12 to the salary offers and believes the District overstates its own salary offer and the costs of the Association offer. The arbitrator has found it necessary to recalculate the application of the cost of living supplements (COLS) in order to find a more realistic and common base for the offers. Nevertheless in summary the arbitrator believes that the District has a reasonable total salary plus fringes in that it maintains the relative position for 1979-80 more closely to the past relative status of the District in comparison with other districts.

7. Cost of Living: The Association proposal for salaries more nearly conforms to the changes in the cost of living and meets that statutory guideline better.

8. Ability of the Unit of Government to Meet the Costs: There is a serious question of the ability of the District to meet the costs of the Association proposal under cost controls. The weight falls to the District here.

9. Extra Duty Compensation: The proposal of the District more nearly conforms to the guideline of comparability.

10. Re-step Issue: The proposal of the Association is more reasonable and has greater equity and therefore meets the guideline of public interest.

11. Extra Duty Position Contract: This issue is of such minor significance that little weight can be given to either party's offer.

12. Medical and Dental Insurance: The standard of public interest favors the District proposal as containing known costs and as providing for a less complicated beginning to a new employee benefit.

13. Retirement: The proposal of the Association is the more reasonable one.

14. Maternity Policy: Under the guideline of interest and welfare of the public, the weight falls to the Association offer.

15. Fair Share: The Association offer on Fair Share is more comparable to the conditions prevailing in teacher bargaining units in comparable districts.

16. Psychologists' Salary Schedule: This issue is tied to the salary issue and is not treated independently.

17. Duration: Though the factor of comparability favors the Association in the one year offer, the factor of the public interest is more weighty in favoring the multi-year proposal of the District, in that under the District offer the parties do not have to again go immediately into the strenuous effort of bargaining.

18. Temporary Assignment to Part-Time Teaching: This proposal is acceptable to both parties, but is a small weight in favor of the District proposal since only the District proposal contains it.

19. Changes During Pendency and Other Factors: There are no changes during the pendency of the proceedings and other factors which the arbitrator feels need addressing.

20. Of the above matters the arbitrator believes that the following are the most weighty: Maintenance of Standards, Initial Placement of the Salary Schedule, Calendar, Total Salary, Cost of Living, Ability of the Unit of Government to Meet the Costs, Re-Step Issue, Medical and Dental Insurance, Maternity Policy, Fair Share and Duration. The District proposal is held better for Maintenance of Standards, Calendar, Total Salary, Ability to Meet Costs, Medical and Dental Insurance and Duration. The Association proposal is held better for Initial Placement, Cost of Living, Re-Step Issue, Maternity Policy and Fair Share.

21. Of all of the foregoing issues, the most important by far is the problem of the ability to pay under cost controls. Here the issue favors the District offer.

For the foregoing reasons the District's offer should prevail.

XXXII. AWARD. The final offer of the Racine Unified School District in a new proposed agreement with the Racine Education Association should be included in the agreement.

Frank P. Zeidler

FRANK P. ZEIDLER
Arbitrator

July 11, 1980